



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



March 16, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AGREEMENT WITH GAMBRO HEALTHCARE AND
AGREEMENT FOR PROFESSIONAL MEDICAL SERVICES WITH
DANIEL LEVITAN M.D., INC.
(ALL DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman of the Board to sign the attached Agreement with Gambro Healthcare (Gambro) to provide out-patient End Service Renal Dialysis (ESRD) treatment services to inmates in Sheriff's custody for a term of one year effective April 1, 2004, with options to extend for two, one-year periods for a total agreement cost not to exceed \$2,901,600.
2. Approve and instruct the Chairman of the Board to sign the attached companion Agreement with Daniel Levitan M.D., Inc., (Levitan) to provide professional medical services to inmates receiving ESRD treatment services from Gambro Healthcare for a term of one year effective April 1, 2004, with options to extend for two, one-year periods for a total agreement cost not to exceed \$180,000.
3. Authorize the Sheriff, or his designee, to modify the Agreement within the conditions specified in the Agreements, including authority to exercise the extension provisions, if, at the Sheriff's discretion, such extensions would be in the best interest of the County.

A Tradition of Service

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of the recommended actions is to enable the Sheriff's Department to provide out-patient ESRD services to inmates in Sheriff's custody who suffer from chronic renal failure. Under both State and Federal law, the Sheriff's Department has a legal obligation to provide reasonable health care to its inmate population. On a weekly basis, up to 20 inmates may require ESRD services at least three times per week. Inmates who require ESRD treatments for chronic renal disease are ineligible for medical reimbursement.

Implementation of Strategic Plan Goals

The services provided under these Agreements support the County's Strategic Goal No. 1, Service Excellence and Goal No. 4, Fiscal Responsibility by allowing the Department to manage more effectively its medical services and custodial services operations. It will also maximize its financial and physical resources during its current budgetary constraints, while at the same time, allow the Department to fulfill its legally mandated responsibility to the inmates and the public.

FISCAL IMPACT/FINANCING

The costs for ESRD treatment and professional medical services have been included in the Sheriff's Department's current Fiscal Year 2003-04 operating budget and for the Fiscal Year 2004-05 operating budget. Because these services are legally mandated, the Department will continue to allocate the necessary funds throughout the duration of this Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Sheriff's Department is legally mandated to provide reasonable medical treatment services to inmates in custody. Dialysis treatment services for inmates with chronic renal failure falls under such category.

Dialysis treatment services for inmates has been done on an out-patient basis since 1985. The Department is responsible for transporting inmates to and from the treatment centers and for providing security at all times during the transporting and treatment processes. The current contract with Gambro, who has been providing these services since 1999, expires on April 30, 2004.

The total ESRD treatment process includes the dialysis treatments and periodic examination of patients and patients' records by physician(s) who specialize in renal disease. Gambro will provide inmates with the dialysis treatments only; the firm does not have physicians on staff to provide the professional medical services. Levitan, an independent medical firm that specializes in the treatment of renal disorders, has been providing Gambro's patients with professional medical services since 1999. Although both firms provide related services for dialysis patients, Federal and California laws relating to the corporate practice of medicine prohibit any action that may imply that Gambro has the authority to negotiate agreements for Levitan, thereby, requiring the Department to enter into separate agreements with the firms.

In 2001 and 2002, the Department explored the possibility of providing ESRD treatment services in-house, first as a full-scale clinic, and then on a home dialysis basis. The Department determined that in-house treatments were not cost effective. For home dialysis treatments, the Department would have had to contract with outside firms to provide the treatments and related professional medical services, and would have solved the equipment requirements by having the dialysis treatment provider provide the portable dialysis equipment, as well as the necessary staff to provide the treatments at the proposed site. Annual computed costs for home dialysis treatment services exceeded annual actual costs of providing out-patient treatment, including the Department's costs for security during the treatment process and transportation. As a result, the Department initiated a new solicitation process for out-patient ESRD treatment services, resulting with Gambro and Levitan as the new agreements.

Under these Agreements, Gambro and Levitan will not be asked to perform services which exceed the scope of work or contract dates.

Both Contractors are in compliance with all Board, Chief Administrative Office, and County Counsel requirements, including Jury Service and Surrendered Baby Law.

County Counsel has reviewed and approved both Agreements as to form.

CONTRACTING PROCESS

The Request for Proposals (RFP) for ESRD treatment services was mailed out in late October 2002 to thirty-three (33) firms. The information was posted on the County of Los Angeles website. The firm listings were obtained from lists

compiled by the Department of Health Services, a previous solicitation for portable dialysis treatment services, and from respondents to the website posting. Six firms submitted proposals in response to the RFP in December 2002. Of these six, four were evaluated. One of the other two proposals was eliminated because the firm did not meet minimum requirements; the other firm did not submit requested information in a timely manner. An evaluation team determined that Gambro, although not the low bidder, is the most qualified proposer, and is being recommended for the award of this contract.

While price was an important component of the proposal evaluation, it was only one of several equally important areas evaluated by the Committee. Considerable emphasis was placed on components relating to patient care, ability to provide treatments as required by the Department, and security issues. Of the proposals evaluated, Gambro was the most responsive to the RFP and demonstrated that it would be capable of providing the Department with a high level of service.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Your Board's approval of this Agreement with Gambro Healthcare will ensure uninterrupted out-patient ESRD treatment services for inmates who are in Sheriff's custody and will ensure that the Sheriff comply with its legally mandated responsibilities.

CONCLUSION

Upon approval by your Board, please return an adopted copy of this action and two original executed copies of both Agreements to the Sheriff's Department, Contracts Administration Unit.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Leroy D. Baca". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

LEROY D. BACA
SHERIFF

**AGREEMENT FOR
OUT-PATIENT END STAGE RENAL DIALYSIS (ESRD) SERVICES
BY AND BETWEEN
LOS ANGELES COUNTY
AND
GAMBRO HEALTHCARE, INC.**

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EXHIBITS

EXHIBIT A Statement of Work

EXHIBIT B1 Contractor Employee Acknowledgment and Confidentiality Agreement

EXHIBIT B2 Contractor Non-Employee Acknowledgment and Confidentiality Agreement

EXHIBIT C Contractor's EEO Certification

EXHIBIT D Jury Service Ordinance

EXHIBIT E Safely Surrendered Baby Law

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
AGREEMENT FOR OUT-PATIENT END STAGE RENAL DIALYSIS (ESRD)
TREATMENT SERVICES WITH
GAMBRO HEALTHCARE, INCORPORATED

1.0 PURPOSE

This Agreement is made and entered into, as of April 1, 2004 by and between the County of Los Angeles (hereafter "COUNTY"), and Gambro Healthcare, Incorporated, a California Corporation (hereafter "CONTRACTOR"), for End Stage Renal Dialysis (ESRD) Treatment Services with regard to the following (hereafter "Recitals"):

1. WHEREAS, the Los Angeles County Sheriff (hereafter "SHERIFF") is required under the California Code of Regulations, Title 15, Crime Prevention and Corrections, Division 1, Subchapter 4, Article 10, to provide reasonable healthcare to its inmate population;
2. WHEREAS, the COUNTY does not have the technical staff with the specific skills and expertise necessary to provide end stage renal dialysis (ESRD) treatments;
3. WHEREAS, the COUNTY is authorized by California Government Code, Section 31000 to contract for special services, including the services described herein;
4. WHEREAS, CONTRACTOR agrees to provide End Stage Renal Dialysis Services, as more fully set forth in the Statement of Work, attached hereto as Exhibit A;
5. WHEREAS, CONTRACTOR warrants and represents that it has the professional skills, technological capabilities, and experience to accomplish the foregoing without interruption of COUNTY's current operations and to provide the services, features and functionality described in this Agreement and the Exhibits attached hereto.

NOW, THEREFORE, in consideration of the foregoing Recitals, all of which are incorporated as part of this Agreement, CONTRACTOR and COUNTY hereby further agree as follows:

2.0 APPLICABLE DOCUMENTS

2.1 This base document, along with Exhibits A, B, C, D and E as described below, attached hereto, and incorporated herein by this reference, collectively form, and are throughout and hereinafter referred to as the "Agreement."

2.2 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, schedule and/or contents and/or description of any task, deliverable, or service, and/or other work and/or otherwise between and/or among this base document and/or the Exhibits, such conflict and/or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits according to the following priority:

1. Exhibit A - Statement of Work
2. Exhibit B1 - Contractor Employee Acknowledgment and Confidentiality Agreement
- Exhibit B2 - Contractor Non-Employee Acknowledgment and Confidential Agreement
3. Exhibit C - Contractor's EEO Certification
4. Exhibit D - Jury Service Ordinance
5. Exhibit E - Safely Surrendered Baby Law

2.3 Statement of Work

The CONTRACTOR will provide services to the COUNTY as set forth in Exhibit A, Statement of Work.

3.0 DEFINITIONS

3.1 "Auditor-Controller" shall refer to the COUNTY department that is responsible for auditing business operations and paying debts.

3.2 "Board of Supervisors" shall refer to the legally governing body politic for the COUNTY of Los Angeles.

3.3 "Contract" shall mean the same as Agreement, the explicit document between the CONTRACTOR and the COUNTY.

- 3.4 "Day" or "days" whether singular or plural, whether used with initial letter capitalization or not, shall mean calendar day(s) and not business day(s), unless otherwise expressly specified.
- 3.5 "Effective Date" shall mean the date upon which the Agreement is approved, signed, and executed by COUNTY's Board of Supervisors.
- 3.6 "Fiscal Year" shall mean the consecutive twelve (12) month period from July 1 of a given year through June 30 of the following year.
- 3.7 "Maximum Contract Sum" shall mean the maximum monetary amount which may be paid by COUNTY to CONTRACTOR as set forth in Section 7.0 (Price and Agreement Sum).
- 3.8 "Sheriff" shall refer to the elected official for the Sheriff's Department or his designee.

4.0 TERM OF AGREEMENT

- 4.1 The term of this Agreement shall be effective on April 1, 2004 and shall continue for a period of one (1) year, unless sooner terminated or extended in whole or in part, as herein provided.
- 4.2 The term of the Agreement may be extended at the sole discretion of COUNTY for two (2) one-year periods. The SHERIFF shall have the authority to exercise and execute the extension options. Preliminary notice of the COUNTY's intent to extend will be given sixty (60) days prior to expiration of the Agreement.
- 4.3 All terms and conditions of this Agreement shall remain in full force and effect during the extension periods specified in Subsection 4.2.
- 4.4 CONTRACTOR shall notify SHERIFF when this Agreement is within six (6) months from the expiration of the term as provided for in this Section 4.0. Upon occurrence of this event, CONTRACTOR shall send written notification to COUNTY's Project Director.

5.0 WORK

5.1 General

Pursuant to the provisions of this Agreement, CONTRACTOR shall on a timely basis provide, complete, and deliver all tasks, subtasks,

deliverables, goods, services, and other work as set forth in Exhibit A, Statement of Work. Unless otherwise agreed to in writing, all work shall be performed at CONTRACTOR's work site specified in the Statement of Work.

5.1.1 Unless otherwise agreed to in writing, all work shall be provided according to the Service Schedule specified in Subsection 6.2. Any change in the days and/or hours of the service schedule must be agreed to by both parties pursuant to a Change Order.

5.1.2 If CONTRACTOR provides any tasks, subtasks, deliverables, services, or other work, excluding any other work contracted for by the COUNTY, to COUNTY other than those specified in Exhibit A, Statement of Work, and, as originally written or modified under the authority of COUNTY, these shall be gratuitous efforts on the part of CONTRACTOR for which CONTRACTOR shall have no claim whatsoever against COUNTY.

5.2 CONTRACTOR's Operating Responsibilities

5.2.1 CONTRACTOR shall conform to and abide by all municipal and COUNTY ordinances, and all state and federal laws and regulations, insofar as the same or any of them are applicable. Where permits and/or licenses are required to provide the specified dialysis services, CONTRACTOR and/or CONTRACTOR's employees must obtain the necessary permits or licenses from the appropriate regulatory agency having jurisdiction over such matters.

5.2.2 CONTRACTOR shall furnish and provide proof to COUNTY, all required credentials. These shall include but is not limited to the following:

- A. Copy of liability insurance certificate;
- B. Proof of current license to practice nursing in the State of California;
- C. Proof of competency in providing hemodialysis services as a Registered Nurse;
- D. Proof of Certified Hemodialysis Technician certification;
- E. Health clearance status for all CONTRACTOR's staff providing dialysis services.

5.2.3 CONTRACTOR shall maintain, keep in good standing, and furnish COUNTY with proof of all licenses/certificates specified under Subsection 5.2.2, prior to beginning work under this Agreement within five (5) business days of the date of the execution of this Agreement, and

throughout the entire term of the Agreement, including all applicable extension options as specified in Section 4.0 (Term of Agreement).

- 5.2.4 CONTRACTOR shall have in place, provide proof and keep in good standing, a products liability and indemnification provision with CONTRACTOR's dialysis equipment distributor and/or manufacturer, which holds the dialysis equipment distributor and/or manufacturer responsible to CONTRACTOR for damages caused by the dialysis equipment, i.e., bodily injury due to defect(s) in the equipment.

5.3 Dialysis Services Premises

Prior to referring patients to CONTRACTOR for services, COUNTY and CONTRACTOR shall conduct a final inspection of the premises and immediate surrounding area and assess the extent to which the physical condition thereof will affect the dialysis services performed. COUNTY agrees to accept the premises and shall make no demands upon CONTRACTOR for any improvements or alteration of the premises, except if required for non-inmate patient, inmate patient, COUNTY and CONTRACTOR security. CONTRACTOR shall be responsible for any alterations required by COUNTY for security purposes.

5.4 Equipment Maintenance

All CONTRACTOR-owned equipment, which shall include, but is not limited to, dialysis delivery systems (including all components such as the blood pump, infusion device, air detector, etc.), EKG/ECG, and electric scales shall comply with the National Electric Code and be approved by Underwriter's Laboratory.

5.5 Utilization Coordination

CONTRACTOR and COUNTY agree to mutually comply and coordinate all patient care. Patient care shall include, but is not limited to procedural, diagnostic, specialized service requests, and discharge planning. CONTRACTOR and COUNTY shall provide the other party with timely, legible, and complete responses to requests for information.

5.6 Replacement of CONTRACTOR Personnel

- 5.6.1 If CONTRACTOR wishes, or is obliged, to reassign any personnel from this project, CONTRACTOR shall use best efforts to furnish COUNTY's Project Manager with notice of such intention at the earliest possible time, and shall not effect any discretionary reassignment without the advance

notice of COUNTY's Project Manager. COUNTY's approval shall not be unreasonably withheld. CONTRACTOR will use its best efforts to replace reassigned or terminated employees with at least equally qualified personnel within five (5) business days of such reassignment or termination.

- 5.6.2 CONTRACTOR shall promptly provide COUNTY with resume(s) of replacement(s), and an opportunity to interview such person(s) prior to COUNTY's approval.

- 5.7 Approval of CONTRACTOR's Work

- 5.7.1 All work performed by, and all invoices submitted by CONTRACTOR hereunder must receive the written approval of COUNTY's Project Manager, who shall be responsible for a detailed evaluation of CONTRACTOR's performance before approval of work and/or payment of invoices is permitted.

- 5.7.2 In the event quality/performance deficiencies by CONTRACTOR necessitate disapproval of work, invoices, or time reports by COUNTY's Project Manager, COUNTY may pursue any and all remedies set forth in this Agreement or as otherwise provided by law.

- 5.8 Working Hours and Days

- 5.8.1 CONTRACTOR shall work as required during the course of this Agreement, depending upon the number of patients and their treatment needs. CONTRACTOR's work hours and service days are specified in Subsection 6.2 (Service Schedule).

- 5.8.2 For work at any CONTRACTOR facility, CONTRACTOR services shall be provided during Working Hours specified in Subsection 6.2 (Service Schedule), unless emergencies or specifically stated requirements dictate otherwise.

- 5.9 Work Location

All services for routine renal dialysis treatments shall be provided at CONTRACTOR's Burbank facility as specified in Exhibit A, Subsection 2.5 (CONTRACTOR's Facility).

- 5.9.1 In the event that CONTRACTOR relocates or offers an alternate treatment site, notice to COUNTY must be given at least thirty (30) days before the

effective date of move. COUNTY shall have the right to inspect the new/alternate site prior to the move, and must approve of new/alternate treatment site.

5.10 Transportation Expenses

COUNTY shall be responsible for all transportation and security expenses of inmate patients at all times to and from CONTRACTOR's facility, and during dialysis treatments. COUNTY shall be responsible for, shall maintain approved auto liability insurance, and shall indemnify CONTRACTOR for, all damages, losses and liabilities in connection with COUNTY personnel operating any vehicle on COUNTY-approved business relating to this Agreement.

5.11 Unapproved Work

If CONTRACTOR provides any tasks, subtasks, deliverables, goods, services, or other work to COUNTY other than those specified in this Agreement, or if CONTRACTOR provides such items requiring COUNTY's prior written approval without first having obtained such written approval, the same shall be deemed to be a gratuitous effort on the part of CONTRACTOR, and CONTRACTOR shall have no claim whatsoever against COUNTY therefore.

6.0 PAYMENT AND SERVICE SCHEDULE

6.1 Payment Schedule

COUNTY shall pay CONTRACTOR for routine renal dialysis and related services provided by trained and certified nurses and technicians. The rate for providing routine renal dialysis and related services will also factor in the compensation for the Medical Director. CONTRACTOR shall be responsible for compensating the Medical Director.

- A. CONTRACTOR's rate for each routine dialysis treatment is Two Hundred Seventy-Five Dollars (\$275.00). Factored into this fee are costs of intravenous iron and vitamin D therapy, which in many instances are given to inmate patients, due to the seriousness of their treatment requirements.
- B. Erythropoietin (EPO) is routinely given to patients with chronic renal disease and is in addition to cost of routine dialysis treatment services. The amount administered varies with each patient and is

billable based upon the number of units administered to each patient. CONTRACTOR's rate for EPO shall be \$16 per 1,000 units administered.

6.2 Service Schedule

CONTRACTOR shall provide all non-emergency dialysis treatment between the hours of 5:30 a.m. to 11:00 a.m., on Tuesdays, Thursdays and Saturdays, including holidays, if CONTRACTOR is operating, depending upon the number of patients requiring treatment.

CONTRACTOR may not provide services on the following company designated holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve. CONTRACTOR's holiday schedule may be subject to change annually. In the event of a company holiday falling on a treatment day, CONTRACTOR and COUNTY shall make necessary schedule adjustments. In the event of workload or scheduling changes, hours and days may be changed and/or added, if necessary, by mutual agreement of the parties.

SHERIFF shall ensure that inmate patients arrive at CONTRACTOR's facility for treatment on or before 5:00 a.m. on the scheduled days with all necessary paperwork ready, so treatment can begin by 5:30 a.m., to enable CONTRACTOR to meet its treatment schedule for the day.

7.0 PRICE AND AGREEMENT SUM

7.1 The Maximum Agreement Sum for this Agreement, including treatment costs, EPO costs, any and all extensions, shall not exceed two million nine hundred one thousand six hundred dollars (\$2,901,600), hereinafter, the "Maximum Sum". The first year Agreement Sum shall not exceed \$967,200.

7.2 Any and all out-of-pocket fees, costs, taxes, and/or expenses not specified by CONTRACTOR in Section 6.0 (Payment and Service Schedule), shall be the sole responsibility of CONTRACTOR, and shall not increase the Maximum Sum.

7.3 There is no guarantee that the Maximum Sum will be paid during the term of the Agreement.

7.4 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred Seventy-Five percent

(75%) of the total contract authorization under this Agreement. Upon occurrence of this event, CONTRACTOR shall send written notification to COUNTY's Project Manager.

- 7.5 Notwithstanding any other Sections of this Agreement, COUNTY shall not be obligated for CONTRACTOR's performance hereunder or by any Section of this Agreement during any of COUNTY's future fiscal years, unless and until the COUNTY's Board of Supervisors appropriates funds for this Agreement in COUNTY's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-appropriation of funds at the earliest possible date.

7.6 CONTRACTOR Liability for Taxes

CONTRACTOR shall pay any and all taxes that are now in effect or shall hereafter be imposed or levied that may be applicable to this Agreement or any of the work performed hereunder, including, but not limited to, payroll, income, sales, and social security taxes. In no event shall such obligation(s) and/or payment(s) increase the Maximum Sum.

7.7 Payment for Services Specified

The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR's duties, responsibilities, or obligations, or performance of the same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY's express prior written approval.

7.8 No Payment for Services Following Expiration/Termination of Agreement

CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind, whatsoever, for any services provided by CONTRACTOR after the expiration or other termination of this Agreement. Should CONTRACTOR receive any such payment, it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment for services rendered after expiration/termination of this Agreement shall not constitute a waiver of

COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Agreement.

8.0 BUDGET REDUCTIONS

8.1 In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY agreements, the COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the CONTRACTOR under this Agreement. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. The CONTRACTOR shall continue to provide all of the services set forth in this Agreement.

8.2 Negotiated payment terms achieved pursuant to Section 7.0 (Price and Agreement Sum), if wholly within the scope of the adopted budget reductions, are deemed to fall within this Section 8.0 hereof and may be incorporated into this Agreement by a Change Order.

9.0 INVOICES

9.1 Invoices, Charges for Service and Payments

9.1.1 CONTRACTOR shall submit separate invoices to COUNTY for each patient it provides dialysis treatment services under this Agreement. CONTRACTOR shall invoice COUNTY thirty (30) days in arrears. CONTRACTOR shall prepare invoices, using the HCFA UB-02 form, with content and format as provided below:

- A. COUNTY's Agreement Number
- B. CONTRACTOR's Name and Address
- C. CONTRACTOR's Contact Person
- D. CONTRACTOR's Federal Tax ID#
- E. Billing Period

- F. Patient Information, including:
1. Last Name
 2. First Name, and Middle Initial
 3. Patient Booking Number
 4. Social Security Number
 5. Date(s) of Services
 6. Description of Services Provided, including administering of EPO and other "non-routine" drugs
 7. Service Code
 8. Service Units
 9. Service Charges
 10. Total Charges
 11. Signature Fields

- 9.1.2 CONTRACTOR shall submit an original and one (1) copy of each invoice, addressed as shown below, for the applicable billing period and only for providing COUNTY authorized and COUNTY approved tasks, services, and all other work required hereunder.

Los Angeles County Sheriff's Department
Twin Towers Correctional Facility
Medical Services Bureau
450 Bauchet Street, Room 5238
Los Angeles, California 90012
Attn: Materials Management

- 9.1.3 Payment for all completed work shall be contingent upon COUNTY's Project Director or COUNTY's Project Manager's approval of the itemized invoice and forwarding approved invoice to Fiscal Administration for payment authorization. Approval for payment will be given promptly for accepted work, and, in the absence of irregularities, payment should be made within thirty (30) days following receipt of invoice.
- 9.1.4 COUNTY shall not be responsible for invoice payments, if any invoice is received later than one-hundred twenty (120) days after the work has been completed.
- 9.1.5 COUNTY shall not pay CONTRACTOR for any services and amounts not specified in Section 6.0 (Payment and Service Schedule).

9.2 Approval of Invoices

All invoices submitted by CONTRACTOR for payment must have the

written approval of the COUNTY's Project Director or COUNTY's Project Manager prior to any payment thereof, less any offsets due to COUNTY. COUNTY's approval shall be provided or denied in a timely manner, within ten (10) days following submission of the invoice after COUNTY's approval of the applicable deliverable(s) or other work. In no event shall COUNTY be liable or responsible for any payment prior to such written approval.

10.0 CHANGE ORDERS AND AMENDMENTS

- 10.1 COUNTY reserves the right to change any portion of the work required under this Agreement and/or any other Section of this Agreement. All such changes shall be accomplished only as provided in this Section 10.0.
- 10.2 For any change requested by COUNTY and which does not affect the scope of work, term, payment, Maximum Sum, or any term or condition included in this Agreement, such change may be affected, but only on mutual agreement, by means of a Change Order executed by the COUNTY's Project Director and CONTRACTOR's Project Manager.
- 10.3 For any change requested by COUNTY which does affect the scope of work, terms, payments, Maximum Sum and/or any term or condition included in this Agreement, a negotiated Amendment to this Agreement shall be prepared and executed by COUNTY's Board of Supervisors and CONTRACTOR to be valid and enforceable.
- 10.4 Notwithstanding any other Subsection of this Section 10.0, the SHERIFF and the authorized representative for the CONTRACTOR shall execute all amendments to extend the agreement term and change the price schedule as specified in Subsection 7.3 pursuant to this Section 10.0.
- 10.5 Notwithstanding any other provisions of this Section 10.0, to the extent that extensions of time for CONTRACTOR's performance do not impact either the scope of work or cost of this Agreement, COUNTY's Project Manager or designee may, in his/her sole discretion, grant CONTRACTOR no-cost extensions of time, provided that the aggregate of all such extensions during the term of this Agreement shall not exceed ninety (90) days. CONTRACTOR agrees that such extensions shall not change any other term or condition of this Agreement during the period of such extensions.

11.0 REMEDIES AND WARRANTIES

11.1 Notwithstanding any provision in this Agreement to the contrary, the rights and remedies set forth throughout this Agreement are non-exclusive and cumulative to each other, and to any other and/or additional rights and/or remedies at law and/or in equity.

11.2 CONTRACTOR represents, warrants, covenants, and agrees that throughout the term of this Agreement:

- A. CONTRACTOR shall strictly comply with the descriptions and representations set forth in this Agreement;
- B. All tasks, subtasks, deliverables, goods, services, and other work shall be performed in a timely and professional manner by qualified personnel;
- C. All tasks, subtasks, deliverables, goods, services, and other work shall be completed in accordance with this Agreement.

12.0 ADMINISTRATION OF AGREEMENT - COUNTY

12.1 COUNTY's Project Director

12.1.1 COUNTY's Project Director for this Agreement shall be the person that holds the following position or his/her designee:

Captain Rodney Penner, Director
Medical Services Bureau
Los Angeles County Sheriff's Department
Twin Towers Correctional Facility
450 Bauchet Street, Tower II, Room E873
Los Angeles, California 90012

Telephone: (213) 893-5460
Fax: (213) 415-1284
Email: ripenner@lasd.org

12.1.2 The authority and responsibilities of the COUNTY's Project Director are as defined and specified in this Agreement only.

12.1.3 COUNTY's Project Director shall be responsible for the overall administration of this Agreement, including keeping and updating all

records relating thereto, and for resolving disputes between COUNTY and CONTRACTOR.

12.1.4 COUNTY's Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate COUNTY in any respect whatsoever.

12.1.5 COUNTY's Project Director shall have the right at all times to inspect any and all tasks, goods, services or other work performed or provided by or on behalf of the CONTRACTOR.

12.2 COUNTY's Project Manager

12.2.1 COUNTY's Project Manager for this Agreement shall be the person that holds the following position or his/her designee:

Thomas Flaherty, Assistant Director
Medical Services Bureau
Los Angeles County Sheriff's Department
Twin Towers Correctional Facility
450 Bauchet Street, Tower II, Room 873
Los Angeles, California 90012

Telephone: (213) 893-5461
Fax: (213) 415-1284
Email: ttflaher@lasd.org

12.2.2 The authority and responsibilities of the COUNTY's Project Manager are as defined and specified in this Agreement only.

12.2.3 COUNTY's Project Manager shall be responsible for the day-to-day administration of this Agreement, ensuring that the CONTRACTOR meets all procedural, medical and technical requirements of providing dialysis treatments to inmates.

12.2.4 COUNTY's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate COUNTY in any respect whatsoever.

12.2.5 COUNTY's Project Manager shall have the right at all times to inspect any and all tasks, goods, services or other work provided by or on behalf of the CONTRACTOR.

12.2.6 COUNTY's Project Manager shall advise COUNTY's Project Director as to CONTRACTOR's performance in areas relating to requirements and standards.

12.2.7 All non-routine dialysis services performed hereunder by CONTRACTOR must meet with the approval of the COUNTY's Project Manager, who shall consult with SHERIFF's Chief Physician regarding the appropriateness of such treatment/procedure. COUNTY's Project Manager shall be responsible for a detailed evaluation of CONTRACTOR's performance and whose written approval of all invoices submitted is required prior to any payment thereon.

13.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR

13.1 CONTRACTOR's Project Director

CONTRACTOR's Project Director shall be a full-time employee of CONTRACTOR, and is designated as follows:

Sharon Lee, Vice President
Managed Care
Gambro Healthcare, Inc.
115 Columbia
Aliso Viejo, California

Telephone: (949) 425-2180
Fax: (949) 831-4394
Email: Sharon.Lee@us.gambro.com

13.1.1 CONTRACTOR's Project Director shall be responsible for the CONTRACTOR's performance of all its tasks and deliverables and shall ensure CONTRACTOR's compliance with this Agreement.

13.1.2 CONTRACTOR's Project Director shall meet and/or confer with CONTRACTOR's Project Manager and/or COUNTY's Project Manager on a regular basis.

13.2 CONTRACTOR's Project Manager

13.2.1 CONTRACTOR's Project Manager is designated as follows:

John Larson
W2 Regional Director
Gambro Healthcare, Inc.
1000 East Palmer
Glendale, California 91205

Telephone: (818) 241-6382

- 13.2.2 Responsibilities of CONTRACTOR's Project Manager are identified and specified in this Agreement only.
- 13.2.3 CONTRACTOR's Project Manager shall be responsible for CONTRACTOR's day-to-day activities as related to this Agreement and for reporting to COUNTY in the manner set forth in Section 15.0 (Reporting by CONTRACTOR). Any issues, problems, or disputes which may arise which cannot be resolved by COUNTY's Project Manager or designee may be reported by CONTRACTOR's Project Manager to COUNTY's Project Director.
- 13.2.4 CONTRACTOR's Project Manager shall coordinate with COUNTY's Project Manager, or designee, on a regular basis with respect to all work being performed on active tasks and deliverables.
- 13.2.5 CONTRACTOR's Project Manager shall meet or confer with COUNTY's Project Director and/or COUNTY's Project Manager on a regular basis.

14.0 APPROVAL OF CONTRACTOR'S STAFF

COUNTY's Project Manager has the absolute and on-going right to reasonably approve or disapprove all CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff, including, but not limited to CONTRACTOR's Project Manager. After initial approval, COUNTY may disapprove CONTRACTOR's staff and may require replacement of such staff upon reasonable cause as determined by COUNTY's Project Director and/or COUNTY's Project Manager. Reasonable cause may include, but is not limited to, reasons such as change in project priorities, scope or cost, change in COUNTY policies, need for fewer or different staff, personnel difficulties, performance difficulties, perceived or actual conflicts of interest or other perceived or actual ethical, legal, or non-legal difficulties. CONTRACTOR shall provide COUNTY with a resume of each substitute employee and an opportunity to interview such person.

15.0 REPORTING BY CONTRACTOR

15.1 To control expenditures and to ensure the proper and timely reporting of all tasks, deliverables, services, and other work provided by CONTRACTOR, CONTRACTOR shall provide COUNTY's Project Manager, unless directed otherwise, with a written report on a monthly basis, as directed by the COUNTY's Project Manager, for all active projects and shall contain the following information:

- A. Overview of the reporting period including issues resolved;
- B. Number of patients and treatments provided during reporting period;
- C. Changes in procedures or schedules made during reporting period;
- D. Proposed changes in procedures or schedules to be made in the next reporting period;
- E. Issues to be resolved;
- F. Any difficulties encountered by CONTRACTOR which could jeopardize the completion of the deliverables within the schedule; and
- G. Any other information, which COUNTY may from time-to-time require.

15.2 COUNTY's Project Manager shall monitor status reports. Any unresolved problems shall be reported to COUNTY's Project Director.

16.0 RULES AND REGULATIONS

16.1 CONTRACTOR and its employees shall become familiar with and obey all COUNTY rules and regulations, including fire, traffic safety and security regulations.

16.2 CONTRACTOR shall immediately remove from this project and replace its employees that do not comply with COUNTY rules and regulations.

17.0 COUNTY'S OPERATING RESPONSIBILITIES

17.1 The COUNTY shall have the following responsibilities:

17.1.1 SHERIFF's Chief Physician or designee, and COUNTY's Project Director or Manager shall develop and coordinate the treatment schedule with the CONTRACTOR's Project Director or designee.

17.1.2 Provide the following supplies and services:

- A. Provide dietetic, and social services to all inmate patients as needed.
- B. Transport and escort inmate patients to and from CONTRACTOR's facility.
- C. Provide and ensure the security of CONTRACTOR's staff, inmate patients, and other patients at CONTRACTOR's facility during treatments.

18.0 INSPECTION

COUNTY's Project Manager or designee shall have the right at all times to inspect treatment premises or otherwise evaluate the work being performed by the CONTRACTOR. COUNTY reserves the right to reject any deliverable, material, and/or service found, at COUNTY's sole discretion, to be unacceptable. CONTRACTOR shall immediately remedy unacceptable workmanship at no expense to COUNTY as specified under the terms and requirements of this Agreement.

19.0 COMPLIANCE WITH APPLICABLE LAW

19.1 CONTRACTOR shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, guidelines or directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

19.2 CONTRACTOR shall indemnify and hold COUNTY harmless from and against any and all liability, damages, costs and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the CONTRACTOR or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

20.0 CONTRACTOR COMPLIANCE WITH SHERIFF'S DEPARTMENT ANTI-DISCRIMINATION POLICIES AND PROCEDURES/INDEMNIFICATION

20.1 CONTRACTOR and all its employees and agents shall be subject to the COUNTY and SHERIFF's policies and procedures regarding anti-discrimination, anti-harassment, equality and similar or related policies, including, but not limited to policy number 3-01/030.72 regarding Sexual Harassment and Retaliation. CONTRACTOR shall comply with all applicable Federal, State and local laws, rules, regulations or ordinances. CONTRACTOR agrees that a violation of said policies or procedures shall constitute a material breach of contract upon which the COUNTY may determine to cancel, terminate, suspend the contract or take other appropriate action in its discretion.

20.2 CONTRACTOR agrees to indemnify, defend, and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees and agents from and against any and all liability, including but not limited to demands, claims, all formal, informal, internal, external, administrative or judicial actions and proceedings, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR and its employees' acts or omissions alleged to be in violation of anti-discrimination, anti-harassment, equality and similar or related policies, procedures or laws.

21.0 EMPLOYMENT ELIGIBILITY VERIFICATION

21.1 CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations.

21.2 CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

21.3 CONTRACTOR shall retain all documentation described in Subsection 21.2 for the period prescribed by law.

21.4 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its agents, officers, and employees from employer sanctions and any other liability, which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

22.0 FAIR LABOR STANDARDS

CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless COUNTY, and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties court costs and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act for work performed by CONTRACTOR's employees for which COUNTY may be found jointly or solely liable.

23.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

24.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, CONTRACTOR and COUNTY agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent for the other party. No bar exists against any hiring action initiated through a public announcement.

25.0 INDEPENDENT CONTRACTOR STATUS

25.1 This Agreement is by and between the CONTRACTOR and the COUNTY and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and the CONTRACTOR. The employees and

agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

- 25.2 The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.
- 25.3 The CONTRACTOR understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Agreement.
- 25.4 The CONTRACTOR shall cause each employee performing services covered by this Agreement to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit B1. The CONTRACTOR shall cause each non-employee performing services covered by this Agreement to sign and adhere to the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit B2.

26.0 ASSIGNMENT AND DELEGATION

- 26.1 The CONTRACTOR shall not assign its rights or delegate its duties under this Agreement, or both, either in whole or in part, without the prior written consent of the COUNTY. Any unapproved assignment or delegation shall be null and void. Any payments by the SHERIFF to any approved delegate or assignee on any claim under this Agreement shall be deductible, at COUNTY's sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.
- 26.2 If any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout or any other mechanism, with or without consideration for any reason whatsoever

without the COUNTY's express prior written approval, may result in the termination of this Agreement.

27.0 SUBCONTRACTING

- 27.1 COUNTY has relied, in entering into this Agreement, on the reputation of, and on obtaining the personal performance of, CONTRACTOR itself. Consequently, no performance of the Agreement, or any part thereof, shall be subcontracted by CONTRACTOR, without prior written approval of COUNTY, and any subcontract shall be null and void and shall constitute a material breach of the terms of the Agreement. CONTRACTOR shall notify all potential subcontractors of the requirements of this Section 27.0.
- 27.2 If CONTRACTOR desires to subcontract any portion of his performance, obligations, or responsibilities under this Agreement, CONTRACTOR shall make a written request to COUNTY for written approval to enter into the particular subcontract. CONTRACTOR's request to COUNTY shall include: (1) the reason(s) for the particular subcontract; (2) a detailed description of the work to be performed by the proposed subcontractor; (3) identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected; (4) a draft copy of the proposed subcontract; (5) unless otherwise determined unnecessary by COUNTY, copies of Certificates of Insurance and Performance Security from the proposed subcontractor which establish that the subcontractor maintains all the programs of insurance required by Section 32.0 (Indemnification) and Section 33.0 (Insurance Coverage Requirements) and; (6) any other information and/or certification requested by COUNTY.
- 27.3 COUNTY will review CONTRACTOR's request to subcontract and determine, in its sole discretion whether to consent to such request on a case-by-case basis.
- 27.4 CONTRACTOR agrees to indemnify, defend, and hold harmless COUNTY and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to any demand, claim, action, damage, fee (including attorney's fees and expert witness fees), cost, and/or expense, arising from and/or relating to CONTRACTOR's use of any subcontractor and/or the act(s) and/or omission(s) of any subcontractor.
- 27.5 Notwithstanding any COUNTY consent to any subcontracting, CONTRACTOR shall remain responsible for any and all performance

required of it under this Agreement, including but not limited to the obligation to properly perform all work hereunder, and no subcontractor shall bind or purport to bind the COUNTY. Further, COUNTY approval of any subcontracting shall not be construed to limit in any way CONTRACTOR's performance, obligations, or responsibilities to COUNTY, nor shall such approval limit in any way of COUNTY's rights and/or remedies.

- 27.6 In the event that COUNTY consents to any subcontracting, the subcontractor, on behalf of itself, its successors and administrators, shall assume and be bound by and shall be deemed to have assumed and agreed to be bound by each and all of the Sections of this Agreement and any amendment(s) and/or modification(s) hereto.
- 27.7 In the event that COUNTY consents to any particular subcontracting, any such consent shall apply to that particular subcontract only, and shall not be, or be construed to be, a waiver of this Section 27.0 or a blanket consent to any further subcontracting.
- 27.8 CONTRACTOR shall be solely responsible and liable for any and all payments or other compensation to all subcontractors and their officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, or agents.
- 27.9 CONTRACTOR shall deliver to COUNTY a fully executed copy of each subcontract entered into by CONTRACTOR pursuant to this Section 27.0, on or immediately after the effective date of the subcontract, but in no event later than three (3) days prior to the first date any work is performed under the subcontract.

28.0 NON-DISCLOSURE AND SECURITY REQUIREMENTS

- 28.1 CONTRACTOR shall protect the security, keep confidential, and use whatever security measures are necessary to protect COUNTY data, records, information, and/or property from loss and/or destruction regardless of cause, including but not limited to fire, theft, vandalism and/or water damages.
- 28.2 CONTRACTOR shall provide to COUNTY an executed "Contractor Employee Acknowledgment and Confidentiality Agreement" form, Exhibit B1 for each employee performing work under this Agreement. This form shall be delivered to the COUNTY's Project Manager, on or immediately

after the Effective Date of this Agreement, but in no event later than the date any such employee first performs work under this Agreement.

- 28.3 COUNTY shall protect, keep confidential and use whatever reasonable measures are necessary to protect CONTRACTOR's data, inmate medical records, information from loss and/or destruction regardless of cause.

29.0 SECURITY, PRIVACY AND CONFIDENTIALITY

- 29.1 CONTRACTOR agrees that, except as provided by federal law other than the Crime Control Act of 1973 (42 Section 3701 et seq.), it will not use or reveal any criminal history, case, data research, or statistical information furnished by the COUNTY and identifiable to any specific private person employed, in contact, or in custody of the SHERIFF. Copies of such information shall be immune from the legal process, and shall not without the consent of the person furnish such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings.

- 29.2 All work performed under this Agreement shall be considered confidential until such time it is considered public information by State law. The CONTRACTOR is prohibited from copying, sharing, providing electronic copies, or by any other means provide a review of the documents and information produced through this Agreement to a third party unless specifically approved in writing by COUNTY's Project Manager.

30.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 30.1 CONTRACTOR shall maintain accurate and complete financial records of his activities and operations relating to this Agreement in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete records relating to his performance of this Agreement. CONTRACTOR agrees that COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy and/or transcribe any pertinent transaction, activity or records relating to this Agreement. All such material, including, but not limited to, all financial records, time cards and other employment records, and proprietary data and information, shall be kept and maintained by CONTRACTOR and shall be made available to COUNTY during the term of this Agreement and for a period of five (5) years thereafter. COUNTY's written material shall be maintained by CONTRACTOR in a location in Los Angeles County or a county contiguous with Los Angeles County,

provided that if any such material is located outside of Los Angeles County, then at COUNTY's option, CONTRACTOR shall pay COUNTY to examine, audit, excerpt, copy or transcribe such material at such other location.

- 30.2 In the event that an audit is conducted by CONTRACTOR specifically regarding this Agreement by any federal or state auditor, or by any auditor employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY's Auditor Controller within thirty (30) days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 30.3 Failure on the part of CONTRACTOR to comply with this Section 30.0 shall constitute a material breach of this Agreement for which COUNTY may immediately terminate or suspend this Agreement.
- 30.4 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the COUNTY may conduct an audit of the CONTRACTOR regarding the work performed under this Agreement, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Agreement or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Agreement exceed the funds appropriated by the COUNTY for the purposes of this Agreement.

31.0 INDEMNIFICATION

COUNTY and CONTRACTOR shall indemnify, defend and hold harmless the other party, its officers, employees and agents against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the other party's acts and/or omissions arising from and/or relating to this Agreement.

32.0

INSURANCE COVERAGE REQUIREMENTS

Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Agreement, CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

32.1

Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to:

Los Angeles County Sheriff's Department
4700 Ramona Boulevard, Room 234 East
Monterey Park, California 91754
Attention: Mr. Joe Cruz, Contracts Administration

prior to commencing services under this Agreement. Such certificates or other evidence shall:

- A. Specifically identify this Agreement.
- B. Clearly evidence all coverages required in this Agreement.
- C. Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- D. Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.
- E. Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

- 32.2 **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.
- 32.3 **Failure to Maintain Coverage:** Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the contract upon which COUNTY may immediately terminate or suspend this Agreement. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.
- 32.4 **Notification of Incidents, Claims or Suits:** CONTRACTOR shall report to COUNTY:
- A. Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within twenty-four (24) hours of occurrence.
 - B. Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Agreement.
 - C. Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY Non-employee Injury Report to the COUNTY's contract manager.
 - D. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Agreement.
- 32.5 **Compensation for COUNTY Costs:**
- In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

32.6 **General Liability** insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2,000,000
Products/Completed Operations Aggregate:	\$1,000,000
Personal and Advertising Injury:	\$1,000,000
Each Occurrence:	\$1,000,000

32.6.1 **Workers Compensation and Employers' Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide worker's compensation benefits as required by the U.S., Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1,000,000
Disease - policy limit:	\$1,000,000
Disease - each employee:	\$1,000,000

32.6.2 **Professional Liability** insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. The coverage also shall provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

32.6.3 **Self-Insurance Requirements**

CONTRACTOR's use of self-insurance, or commercial insurance coverage which is subject to a large deductible, shall only be permitted if the CONTRACTOR can provide adequate evidence that its is financially capable of maintaining an effective program. To assist in making this determination, COUNTY shall require the following:

- A. A formal statement from CONTRACTOR that it is self-insured for the type and amount of coverage required in this Agreement. If CONTRACTOR is self-insured for workers' compensation benefits, it must provide to COUNTY a copy of its "Certificate of Consent to

Self-Insure" issued by the State. CONTRACTOR must notify COUNTY immediately of discontinuation or substantial change in the program.

- B. A formal statement that the COUNTY is a protected party under CONTRACTOR's self-insurance program, and that CONTRACTOR's self-insured program will respond on a primary basis to any COUNTY commercial insurance or self-insurance programs, to ensure that the COUNTY will be provided at least the same protection from liability and defense of lawsuits as would be provided by first dollar commercial insurance.
- C. An agreement to notify the COUNTY immediately of any action or situation (such as a change in CONTRACTOR's financial condition) which would have a significant negative effect on the protection that the self-insurance program provides to COUNTY.
- D. An agreement to notify the COUNTY immediately of any claim or other action related to or involving the Agreement with the COUNTY.
- E. Contact information for CONTRACTOR's self-insurance claim administrator and legal counsel.
- F. A current audited financial statement to be forwarded by the SHERIFF to the Auditor-Controller for evaluation of the financial condition of the CONTRACTOR. The Auditor-Controller will not "approve" or "disapprove" the CONTRACTOR's proposed self-insurance program; rather the SHERIFF should review its evaluation in concert with other relevant information developed during the solicitation and negotiation process in order to assess CONTRACTOR's ability to absorb financial losses not covered by commercial insurance.

CONTRACTOR's audited financial statements shall be evaluated by the COUNTY annually to ensure CONTRACTOR has adequate financial resources to respond to claims falling within the self-insured retention or self-insurance program.

The proposed self-insurance program must be reviewed and approved by the SHERIFF prior to the effective date of this Agreement.

33.0**PROPRIETARY RIGHTS**

All materials, data and other information of any kinds whatsoever obtained by CONTRACTOR from COUNTY including but not limited to all documentation, binaries, executables, data, reports, and other information of any kind developed by CONTRACTOR under this Agreement are confidential to and are solely the property of COUNTY. All binaries and executables are not for resale. This Section 33.0 shall survive in perpetuity the expiration or other termination of this Agreement.

34.0**PUBLICITY**

CONTRACTOR shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided herein or required by law. However, in recognizing CONTRACTOR's need to identify its services and related clients to sustain itself, COUNTY shall not inhibit CONTRACTOR from publishing its role under this Agreement, with the following conditions:

- A. CONTRACTOR shall develop all publicity material in a professional manner.
- B. During the term of this Agreement, CONTRACTOR shall not, nor authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of COUNTY without the prior written consent of COUNTY's Project Director. COUNTY shall not unreasonably withhold written consent, and approval by COUNTY may be assumed in the event no adverse comments are received in writing within two weeks after submittal of written request for such consent.
- C. CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Agreement with the COUNTY of Los Angeles, provided that the requirements of this Section 34.0 shall apply.

35.0**WARRANTIES****35.1**

CONTRACTOR warrants that it shall promptly correct any and all defects, errors or omissions in the tasks, deliverables, goods, services, and other work provided pursuant to this Agreement. The correction of all such defects, errors or omissions shall be at no cost to COUNTY.

35.2 CONTRACTOR further warrants that:

- A. CONTRACTOR shall strictly comply with the specifications, requirements, standards, and representations set forth in this Agreement;
- B. All tasks, deliverables, services, and other work shall be provided and/or performed in a timely and professional manner by qualified personnel;
- C. All tasks, deliverables, services, and other work shall be complete, uniform in appearance, and in accordance with generally applicable standards in the industry.

36.0 GOVERNING LAW, JURISDICTION AND VENUE

36.1 CONTRACTOR agrees to comply with all applicable federal, state, and local laws, rules, regulations or ordinances, and all Sections required thereby to be included herein are incorporated by reference.

36.2 This Agreement shall be governed by, and construed in accordance with, the procedural and substantive laws of the State of California applicable to contracts made and to be performed within the State. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the COUNTY of Los Angeles, California (except with respect to claims that are subject to exclusive federal subject matter jurisdiction, as to which CONTRACTOR agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California).

37.0 WARRANTY AGAINST CONTINGENT FEES

CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an Agreement, arrangement, or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business. Breach or violation of this warrant shall be construed as a material breach of this Agreement, and the COUNTY shall have the right to terminate this Agreement and, in its sole

discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

38.0 SURVIVAL

The following portions of this Agreement shall survive in perpetuity its expiration or termination for any reason: Sections 22.0 (Fair Labor Standards), 28.0 (Non-Disclosure and Security Requirements), 30.0 (Record Retention and Inspection/Audit Settlement).

39.0 CONFLICT OF INTEREST

39.1 CONTRACTOR represents and warrants that no COUNTY employee, whose position enables him/her to influence the award of this Agreement, or any competing agreement, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the CONTRACTOR, or shall have any direct or indirect financial interest in this Agreement. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in the COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY's approval or ongoing evaluation of such work.

39.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. CONTRACTOR warrants that it is not now aware of any facts which create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Section 39.0 shall be a material breach of this Agreement.

40.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

40.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through a contract are in compliance with the court-ordered child, family and

spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

40.2 As required by COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this Agreement to comply with all applicable provisions of law. CONTRACTOR warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and Wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedures Section 706.031 and Family Code Section 5246(b).

41.0 **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN
CHILD SUPPORT COMPLIANCE**

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 40.0 (CONTRACTOR'S Warranty of Adherence To COUNTY'S Child Support Compliance Program), shall constitute a default by CONTRACTOR under this Agreement. Without limiting the rights and remedies available to COUNTY under any other provision of this Agreement, failure to cure such default within 90 days of notice by Los Angeles Child Support Services Department shall be grounds upon which the County Board of Supervisors may terminate this Agreement pursuant to Section 45.0 (Termination For Default).

42.0 **TERMINATION FOR GRATUITIES**

The COUNTY may, by written notice to CONTRACTOR, terminate the right of CONTRACTOR to proceed under the Agreement upon one (1) calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by CONTRACTOR, to any officer or employee of the COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of such contract; provided that the existence of the facts upon which the COUNTY makes such findings may be reviewed in any competent court. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against

CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

43.0 TERMINATION FOR IMPROPER CONSIDERATION

43.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Agreement, if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

43.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or other tangible gifts.

44.0 TERMINATION FOR INSOLVENCY

44.1 COUNTY may terminate this Agreement forthwith in the event of the occurrence of any of the following incidents of insolvency:

- A. CONTRACTOR has ceased to pay its debts for a least sixty (60) days in the ordinary course of business, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not CONTRACTOR is insolvent within the meaning of such laws;
- B. The filing of a voluntary or involuntary petition with CONTRACTOR as the debtor under the Federal Bankruptcy Code;
- C. The appointment of a Receiver or Trustee for CONTRACTOR; or
- D. The execution by CONTRACTOR of a general assignment for the benefit of creditors.

44.2 The rights and remedies of the COUNTY provided in this Section 44.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

45.0 TERMINATION FOR DEFAULT

45.1 COUNTY may, by written notice to CONTRACTOR, terminate the whole or any part of this Agreement if, in the judgement of the COUNTY:

- A. CONTRACTOR has materially breached this Agreement as elsewhere provided herein; or
- B. CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Agreement hereunder; or
- C. CONTRACTOR has assigned or delegated his duties; or subcontracted any performance of this Agreement without prior written consent by COUNTY as elsewhere provided.

45.2 CONTRACTOR shall not be liable for any excess costs if his failure to perform under this Agreement arises from force majeure, i.e., causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes include, but are not necessarily limited to: acts of God or of the public enemy, acts of Federal or State Governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both CONTRACTOR and subcontractor, and without the fault or negligence of either, CONTRACTOR, shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the requirements. As used in this subparagraph the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

45.3 If, after COUNTY has given notice of termination under this Section 45.0, it is determined by the COUNTY that CONTRACTOR was not in default under these provisions, or that the default was excusable under the provisions, the rights and obligations of the parties shall be the same as if

the notice of termination has been issued pursuant to Section 46.0 (Termination For Convenience).

45.4 The rights and remedies of the COUNTY provided in this Section 45.0 are nonexclusive and cumulative.

46.0 TERMINATION FOR CONVENIENCE

46.1 This Agreement may be terminated when such action is deemed by the COUNTY or CONTRACTOR in its sole discretion to be in its best interest. Termination shall be effected by service upon the other party of a notice of termination specifying the date upon which such termination becomes effective, which date shall be no less than ninety (90) days after the notice is sent.

46.2 After receipt of a notice of termination, CONTRACTOR shall submit its termination claim and invoice to COUNTY, in the form and with any certifications as may be prescribed by COUNTY. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claims and invoice within the time allowed, COUNTY may determine on the basis of information available to COUNTY, the amount if any, due to CONTRACTOR in respect to the termination and such determination shall be final. When such determination is made, COUNTY shall pay CONTRACTOR the amount so determined.

47.0 NOTICE OF DELAYS

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the time the work is to be performed in this Agreement, that party shall, within five (5) days, give notice thereof, including all relevant information with respect thereto, to the other party.

48.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 1.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by CONTRACTOR to fully comply with the County Lobbyist

Ordinance shall constitute a material breach of this Agreement upon which COUNTY may immediately terminate or suspend this Agreement.

49.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR RE-EMPLOYMENT LIST

Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a re-employment list during the life of this Agreement.

50.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement, CONTRACTOR shall give consideration for any such employment openings or participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Program who meet the CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR.

In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

51.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION

51.1 The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

51.2 The CONTRACTOR shall certify to, and comply with, the provisions of Exhibit C, Contractor's EEO Certification.

51.3 The CONTRACTOR shall take affirmative action to ensure that applicants

are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 51.4 The CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 51.5 The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 51.6 The CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this Section 51.0 when so requested by COUNTY.
- 51.7 If the COUNTY finds that any provisions of this Section 51.0 have been violated, such violation shall constitute a material breach of this Agreement upon which the COUNTY may terminate or suspend this Agreement. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Agreement.
- 51.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Agreement, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each

such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

52.0 NOTICES

52.1 All notices or demands required or permitted to be given or made under this Agreement (hereinafter, "Notice"), unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (1) by hand with signed receipt; (2) by first class registered or certified mail, postage pre-paid, or; (3) by facsimile or electronic mail transmission followed by twenty-four (24) hours with a confirmation copy mailed by first-class registered or certified mail, postage pre-paid. Notice shall be deemed given at the time of signed receipt in the case of hand delivery; three (3) days after deposit in the United States mail as set forth above, or; on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing. Addresses may be changed by either party given ten (10) days prior written notice thereof to the other party.

If to COUNTY:

Captain Rodney Penner, Director
Medical Services Bureau
Twin Towers Correctional Facility, Room E873
450 Bauchet Street
Los Angeles, California 90012

Telephone: (213) 893-5460
Fax: (213) 415-1284

If to CONTRACTOR:

Sharon Lee, Vice President
Managed Care
Gambro Healthcare, Inc.
115 Columbia
Aliso Viejo, California

Telephone: (949) 425-2180
Fax: (949) 831-4394

52.2 SHERIFF shall have the authority to issue any Notice which is required or permitted by COUNTY under this Agreement.

52.3 The address for Notice may only be changed by giving Notice pursuant to this Section 52.0.

53.0 COUNTY'S QUALITY ASSURANCE PLAN

COUNTY's Project Manager will evaluate CONTRACTOR's performance under this Agreement, on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with the terms and performance standards of this Agreement. CONTRACTOR's deficiencies which COUNTY's Project Manager determines are severe or continuing and that may place performance of the Agreement in jeopardy, if not corrected, will be reported to COUNTY's Board of Supervisors. The report will include improvement and/or corrective action measures taken by COUNTY and CONTRACTOR. If improvement and/or corrective action does not occur consistent with the corrective action measures, COUNTY may terminate this Agreement or impose other penalties as specified in this Agreement.

54.0 DISPUTE RESOLUTION PROCEDURE

54.1 CONTRACTOR and COUNTY agree to act promptly and diligently to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Section 54.0.

54.2 CONTRACTOR and COUNTY agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which COUNTY, in its sole and absolute discretion, determines should be delayed as a result of such dispute. COUNTY shall continue to pay sums not in dispute, during any such period of continued performance.

If CONTRACTOR fails to continue without delay its performance hereunder which COUNTY, in its sole and absolute discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by CONTRACTOR or COUNTY as a result of CONTRACTOR's failure to continue to so perform shall be borne by CONTRACTOR, and CONTRACTOR shall make no claim whatsoever against COUNTY for such costs. CONTRACTOR shall promptly reimburse COUNTY for such COUNTY costs, as determined by COUNTY, or COUNTY may deduct all such additional costs from any amounts due to CONTRACTOR from COUNTY, whether under this Agreement or otherwise.

- 54.3 In the event of any dispute between the parties with respect to this Agreement, CONTRACTOR and COUNTY shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 54.4 In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed five (5) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 54.5 In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) days from the date of submission of the dispute to them, then the matter shall immediately be submitted to CONTRACTOR's President and COUNTY's Project Director for further consideration and discussion to attempt to resolve the dispute.
- 54.6 In the event that CONTRACTOR's President and COUNTY's Project Director are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then each party may assert its other rights and remedies as provided by law.
- 54.7 All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all levels described in this Section 54.0, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting, or by telephone, or in writing by exchange of correspondence.
- 54.8 Notwithstanding any other provision of this Agreement, COUNTY's right to terminate this Agreement pursuant to Section 44.0 (Termination for Insolvency), Section 45.0 (Termination for Default), Section 46.0 (Termination for Convenience), or any other termination provision hereunder, and COUNTY's right to seek injunctive relief to enforce the provisions of Section 28.0. (Contractor Non-Disclosure and Security Requirements) shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of COUNTY's rights, and shall not be deemed to impair any claims that CONTRACTOR may have against COUNTY or CONTRACTOR's rights to assert such

claims after any such termination or such injunctive relief has been obtained.

55.0 SEVERABILITY

In the event that any provision of this Agreement is found to be invalid, illegal, or unenforceable in any respect, such provision shall be deemed deleted from here and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless such would materially impair the essential purposes of this Agreement.

56.0 WAIVER

No waiver by COUNTY or CONTRACTOR of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of COUNTY or CONTRACTOR to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 56.0 shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity and/or under this Agreement.

57.0 CAPTIONS AND SECTION HEADINGS

Captions, section, and/or subsection headings used in this Agreement are for convenience only, and are not part of this Agreement and shall not be used in construing or interpreting this Agreement.

58.0 ARM'S LENGTH NEGOTIATIONS

This Agreement is the produce of arm's length negotiation between CONTRACTOR and COUNTY, during which each party has had the opportunity to be represented by and receive advice from independent counsel of its own choosing. This Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party.

59.0 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

59.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and

experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible Contractors.

59.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the Contractor on this or other contracts which indicate that the Contractor is not responsible, the COUNTY may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding on COUNTY contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts the Contractor may have with the COUNTY.

59.3 Non-responsible Contractor

The COUNTY may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following:

- A. Violated any term of a contract with the County.
- B. Committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on the same.
- C. Committed an act or offense which indicates a lack of business integrity or business honesty, or
- D. Made or submitted a false claim against the COUNTY or any other public entity.

59.4 Contractor Hearing Board

If there is evidence that the Contractor may be subject to debarment, the SHERIFF will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit

evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

59.5 Subcontractor of Contractor

These terms shall also apply to subcontractors of the COUNTY Contractors.

60.0 COMPLETION OF CONTRACT

In the event that this Agreement is terminated prior to the expiration date, CONTRACTOR shall, at no cost to the COUNTY, fully cooperate with COUNTY to transfer all COUNTY owned material and/or property in CONTRACTOR's possession to COUNTY within ten (10) calendar days.

61.0 COUNTY'S RIGHT TO AUDIT

61.1 CONTRACTOR agrees that COUNTY, or its duly authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement.

61.2 Failure on the part of CONTRACTOR to comply with the provisions of this Section 61.0 shall constitute a material breach of this Agreement, upon which COUNTY may terminate this Agreement.

62.0 NON-EXCLUSIVE AGREEMENT

This is not an exclusive Agreement. The COUNTY reserves the right to enter into multiple vendor Agreements with other contractors for the same or similar services. COUNTY does not guarantee or represent that CONTRACTOR will be permitted to perform any minimum amount of work

or receive compensation other than the service being provided under the terms of this Agreement.

63.0 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

63.1 Jury Service Program

This Agreement is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

63.2 Written Employee Jury Service Policy

- A. Unless CONTRACTOR has demonstrated to COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the employee's regular pay the fees received for jury service.
- B. For purposes of this Section 63.0, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the Agreement, the

subcontractor shall also be subject of the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

- C. If CONTRACTOR is not required to comply with the Jury Service Program when the Agreement commences, CONTRACTOR shall have the continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either, comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Agreement and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.
- D. CONTRACTOR's violation of this Section may constitute a material breach of the Agreement. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Agreement and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

64.0 AUTHORIZATION WARRANTY

Each party represents and warrants that the person executing this Agreement upon its behalf is an authorized official who has actual authority to bind that party to each and every term, condition and obligations set forth herein. CONTRACTOR represents and warrants that the person executing the Agreement for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition and obligation of this Agreement and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

65.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide to its employees, and shall

require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the internet at www.babysafela.org for printing purposes.

66.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the Contractor with the poster to be used.

67.0 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Agreement.

68.0 CONTRACTOR'S OBLIGATION AS A COVERED ENTITY UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA). CONTRACTOR understands and agrees that it is a "Covered Entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to Transaction and Code Sets, Privacy, and Security. CONTRACTOR understands and

agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that COUNTY has not undertaken any responsibility for compliance on CONTRACTOR's behalf. CONTRACTOR has not relied, and will not in any way rely, on COUNTY for legal advice or other representations with respect to CONTRACTOR's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

CONTRACTOR and COUNTY understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA Law and implementing regulations related to Transactions and Code Sets, Privacy, and Security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees and agents), for its negligent act, omission or willful violation of HIPAA.

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

AGREEMENT FOR
OUT-PATIENT END STAGE RENAL DIALYSIS (ESRD) TREATMENT SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Chair and the seal of said Board to be hereto affixed and attested to by the Executive Officer thereof, and CONTRACTOR has caused this Agreement to be subscribed on its behalf by its duly authorized officer.

THE COUNTY OF LOS ANGELES

ATTEST:
VIOLET VARONA-LUKENS
Executive Officer-Clerk of
Board of Supervisors

By: _____
Chairman, Board of Supervisors

By: _____
Deputy

GAMBRO HEALTHCARE, INC.
CONTRACTOR

By: Sharon D. Lee
Name: Sharon D. Lee
Title: V. P. Contracting - West

APPROVED AS TO FORM:
LLOYD W. PELLMAN
County Counsel

By: Gary Gross
Gary Gross 3/2/04
Senior Deputy County Counsel

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

AGREEMENT FOR
OUT-PATIENT END STAGE RENAL DIALYSIS (ESRD) TREATMENT SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Chair and the seal of said Board to be hereto affixed and attested to by the Executive Officer thereof, and CONTRACTOR has caused this Agreement to be subscribed on its behalf by its duly authorized officer.

THE COUNTY OF LOS ANGELES

ATTEST:
VIOLET VARONA-LUKENS
Executive Officer-Clerk of
Board of Supervisors

By: _____
Chairman, Board of Supervisors

By: _____
Deputy

GAMBRO HEALTHCARE, INC.
CONTRACTOR

By: Sharon D. Lee
Name: Sharon D. Lee
Title: V.P. Contracting - West

APPROVED AS TO FORM:
LLOYD W. PELLMAN
County Counsel

By: Gary Gross
Gary Gross 3/1/04
Senior Deputy County Counsel

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

AGREEMENT FOR
OUT-PATIENT END STAGE RENAL DIALYSIS (ESRD) TREATMENT SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Chair and the seal of said Board to be hereto affixed and attested to by the Executive Officer thereof, and CONTRACTOR has caused this Agreement to be subscribed on its behalf by its duly authorized officer.

THE COUNTY OF LOS ANGELES

ATTEST:
VIOLET VARONA-LUKENS
Executive Officer-Clerk of
Board of Supervisors

By: _____
Chairman, Board of Supervisors

By: _____
Deputy

GAMBRO HEALTHCARE, INC.
CONTRACTOR

By: Sharon D. Lee

Name: Sharon D. Lee

Title: V.P. Contracting - West

APPROVED AS TO FORM:
LLOYD W. PELLMAN
County Counsel

By: Gary Gross
Gary Gross 3/2/04
Senior Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

STATEMENT OF WORK INMATE OUT-PATIENT END STAGE RENAL DIALYSIS (ESRD) SERVICES

1.0 INTRODUCTION

Gambro Healthcare (CONTRACTOR) shall provide the Los Angeles County Sheriff's Department (SHERIFF) with out-patient End Stage Renal Dialysis (ESRD) Services that meet requirements of the Federal End Stage Renal Dialysis Regulations and Interpretive Guidelines for inmate patients with chronic renal failure. In addition to providing dialysis treatments, services under this Agreement will include CONTRACTOR consultation with County of Los Angeles (COUNTY) physicians regarding treatment protocols, medical consultation and direction of CONTRACTOR's nephrology nurses, other medical, technical and professional staff. These services are for non-emergency, routine dialysis treatments only.

On an annual basis, the SHERIFF will require up to 2,400 dialysis treatments to accommodate up to fifteen (15) or more inmate patients and forty-five (45) or more treatments per week.

2.0 SCOPE OF HEMODIALYSIS SERVICES

- 2.1 CONTRACTOR shall provide out-patient hemodialysis services, as specified in Federal ESRD Regulations, as needed, for inmate patients with chronic renal failure. CONTRACTOR shall provide all routine services, laboratory tests, pharmaceuticals, and supplies included in the composite rate for Medi-care and Medi-Cal beneficiaries, except dietary and any social services, which COUNTY will provide. CONTRACTOR shall also provide any other non-emergency renal treatment related items or services not included in routine dialysis treatment that are deemed medically necessary.
- 2.2 CONTRACTOR shall provide oversight, clinical consultation, and direction to CONTRACTOR's Nephrology Nurses, professional and technical staff, and medical consultation to COUNTY physicians regarding treatment protocols.
- 2.3 CONTRACTOR shall provide, routinely maintain, and repair, as required, sufficient hemodialysis machines, chairs, equipment, instruments and necessary medical and non-medical supplies to provide dialysis services for up to fifteen (15) patients at one time. The average estimated volume of dialysis treatments is from eight (8) to fifteen (15) or more inmate patients three (3) days per week, with an occasional patient requiring four (4) treatments per week.

2.4 Scheduled Appointments

CONTRACTOR shall provide all non-emergency dialysis treatments between the hours of 5:30 a.m. to 11:00 a.m. on Tuesdays, Thursdays and Saturdays, including holidays, if CONTRACTOR is operating, depending upon the number of patients requiring dialysis. CONTRACTOR may not provide services on the following on company-observed holidays, which is subject to change annually: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas, and New Year's Eve. CONTRACTOR shall provide SHERIFF with a list of company-observed holidays at the beginning of each calendar year. In the event that a holiday conflicts with regularly scheduled dialysis treatment, CONTRACTOR and SHERIFF shall make necessary scheduling changes to ensure treatments are given.

The hours of service and days may be changed or added, if necessary, by mutual agreement of the parties.

CONTRACTOR shall give inmate patients preference over other patients during the days and time periods scheduled by SHERIFF and CONTRACTOR. COUNTY shall make patients available for treatment within thirty (30) minutes of the start of the specified time.

2.5 CONTRACTOR's Facility

CONTRACTOR's services for scheduled treatments shall be provided at CONTRACTOR's Burbank facility located at:

1211 North San Fernando Boulevard
Burbank, California 91504

2.6 CONTRACTOR shall perform the following:

- A. Provide consistent, legible documentation of observations and progress by physicians and all patient care staff after each encounter in the medical record of each inmate patient as appropriate. CONTRACTOR shall utilize dialysis flow sheets as the primary means of documenting the daily care of dialysis patients. Flow sheets must be faxed to the SHERIFF's Medical Services Bureau at (213) 613-2243 within four (4) hours following the completion of treatment.
- B. Ensure that all clinical services delivered and all equipment, supplies, and

their maintenance shall be consistent with the most recent Health Care Finance Administration (HCFA) regulations and most current HCFA Interpretive Guidelines, and the Standards of the Renal Physicians Association, and with State and Local laws governing clinic regulations, including disposal of wastes. Water quality and dialyzer reuse procedures must conform with the standards developed by the Association for the Advancement of Medical Instrumentation (AAMI).

- C. Collect patient data and develop a written patient care plan for each ESRD inmate patient in accordance with Section 405.2137 of the Code of Federal Regulations, Title 42.
- D. Provide consultation to SHERIFF's and LAC-USC Medical Center medical staff for patients covered under this Agreement upon request.
- E. Administer and provide if medically necessary, medication and biologicals to dialysis patients except blood transfusions and/or blood products.
- F. Provide COUNTY with convenient access to its facility to enable quick and secure unloading and loading of inmate patients, and make parking available for COUNTY vans and/or buses.
- G. CONTRACTOR shall coordinate with SHERIFF's Transportation Bureau the implementation of transportation and security procedures for inmates requiring renal dialysis treatments, and shall comply with SHERIFF's request for alterations, if needed for security purposes.

3.0 CONTRACTOR STAFFING

3.1 General

- A. CONTRACTOR shall provide all staff required for providing services under this Agreement. CONTRACTOR shall ensure that all staffs are adequately trained and certified to provide hemodialysis treatments. Staff shall include the following personnel:
 - 1. Registered Nurses (RN)
 - 2. Qualified Licensed Vocational Nurses (LVN)
 - 3. Certified Hemodialysis Technicians (CHT)

B. CONTRACTOR shall maintain and provide upon request by COUNTY all documents required for credentialing. These shall include, but not be limited to the following:

1. Medical Director:

- a. Proof of current license to practice medicine or surgery in the State of California;
- b. Copy of current DEA certificate;
- c. Copy of professional liability insurance certificate;
- d. Copy of Board Certification.

2. Nurses and Technicians:

- a. Proof of current license to practice nursing in the State of California;
- b. Proof of RN competency in providing hemodialysis services;
- c. Proof of Certified Hemodialysis Technician certification;
- d. Health clearance status for all Contractor's staff providing dialysis services.

3.2 Medical Director

A. CONTRACTOR shall provide a Medical Director and an alternate Medical Director who are associated with CONTRACTOR, but are not necessarily CONTRACTOR's employees, who have the following qualifications:

- 1. Are Board certified in internal medicine by a professional board;
- 2. Have at least twelve (12) months of experience in the care of ESRD patients;
- 3. Are licensed to practice medicine in the State of California.

B. CONTRACTOR's Medical Director and alternate Medical Director shall be deemed acceptable only after approval by the COUNTY's Project Director or designee.

C. Duties of the Medical Director:

1. The Medical Director or alternate Medical Director must ensure that there are sufficient numbers of adequately trained and certified nurses and technicians (compliance with CONTRACTOR's nurse and staff/patient ratio) assigned to provide ESRD and related services to inmate patients;
2. Ensure there is adequate monitoring of patients and of the dialysis process; and
3. Ensure that a Quality Improvement/Outcome Measurement Program (QIP) is developed and that patient care policy and procedures manual is available.
4. Be available to CONTRACTOR's treatment and technical staff by telephone or pager for consultation or direction during dialysis treatment.

3.3 Nephrologist(s)

- A. Under the direction of the Medical Director, CONTRACTOR shall ensure the availability of a sufficient number of Board certified nephrologist(s) experienced in providing professional medical services to patients requiring dialysis treatments. The specific services provided by nephrologist(s) are provided in the accompanying Agreement for professional medical services.

4.0 QUALITY CONTROL

4.1 Dialysis Services

CONTRACTOR shall establish and maintain an ongoing Quality Improvement/Outcomes Measurement Program (QIP) that continually monitors its operations and patient care activities and ensures the delivery of quality care to ESRD patients. This program shall be conducted by the CONTRACTOR's Medical Director or designated Quality Control staff person. Additionally, CONTRACTOR shall adopt and provide written operational objectives, that include services provided, and the rules and regulations that are designed to safeguard the health and safety of patients and govern the general operations of the facility. CONTRACTOR'S written QIP must be submitted to COUNTY's Project Director for review and approval prior to implementation of services under the Agreement.

4.2 Equipment Maintenance

- A. CONTRACTOR shall develop and implement a planned program of preventive maintenance of equipment used in dialysis and related procedures. Regular maintenance will be performed on all equipment as well as cleaning and culturing for microorganisms in accordance with the manufacturers' recommendations or according to a maintenance plan developed by CONTRACTOR.
- B. The following machine functions shall be calibrated periodically (or as specified by the manufacturer or the CONTRACTOR): blood pump, air bubble detector/line clamp, blood leak detector, audio/visual alarms, temperature, conductivity and pH, negative pressure/ultra filtration pump, arterial pressure monitor, and venous pressure monitor. Scales shall be calibrated regularly. Internal transducer protectors shall be changed during the maintenance procedures.
- C. CONTRACTOR may reuse hemodialyzers.
- D. CONTRACTOR shall test, operate, service and maintain water treatment equipment in accordance with AAMI standards for hemodialysis systems. The equipment shall be operated and serviced by personnel trained and experienced in the operation of the particular system. CONTRACTOR will employ water quality requirements stated in the Code of Federal Regulations, Title 42, Volume 2, Part 405, Section 2140.

4.3 CONTRACTOR's Premises

- A. CONTRACTOR shall maintain dialysis treatment area in good repair and keep area free of hazards such as those created by damaged or defective parts of the building.
- B. CONTRACTOR shall provide heating and ventilation systems that are capable of maintaining adequate and comfortable temperatures and environment.
- C. COUNTY shall have sole discretion in determining the security acceptability of CONTRACTOR's dialysis treatment site.
- D. CONTRACTOR shall, as much as is reasonably possible for security of SHERIFF's and CONTRACTOR's staff, other inmates and patients, keep dialysis stations and other areas accessible by inmate patients free from

loose lying medical and non-medical supplies and equipment, such as, but not limited to, syringes, needles, tubing, scissors, scalpels, clamps and pens and pencils that may be picked up and hidden by inmates.

5.0 SAFETY AND SECURITY REQUIREMENTS

5.1 Safety Requirements

- A. All ESRD treatments and related services shall be conducted in a safe manner and will comply with the requirements of State and Local rules and regulations and OSHA safety standards. Prior to commencement of this contract, the CONTRACTOR's Project Manager shall meet with the COUNTY's Project Manager to discuss and agree to the safety and security requirements for this program.
- B. If at any time the CONTRACTOR fails or refuses to comply with COUNTY safety requirements, the SHERIFF or his designated representative may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order may be subject to claim for excess cost, damages or extension of time.
- C. CONTRACTOR shall report all incidents or occupational accidents affecting this Agreement within twenty-four (24) hours of occurrence or discovery.

5.2 Security Requirements

Security requirements include, but are not limited to, the following:

- A. Restrict entry into/exit from CONTRACTOR's facility during scheduled dialysis treatment;
- B. Restrict inmate access to patient restrooms during the scheduled treatment period.
- C. Observe all rules and regulations in force on the premises and avoid all undue interference with the convenience and routine of CONTRACTOR's activities. CONTRACTOR must comply with SHERIFF's regulations pertaining to transportation of inmates to and from non-COUNTY facilities.
- D. Provide safeguards and other protective measures to the extent deemed necessary by those COUNTY personnel in authority.
- E. CONTRACTOR's personnel shall not engage in conversation or have any

other contact with inmate patients other than professional patient-care provider relationships.

- F. CONTRACTOR and CONTRACTOR's employees shall be under a continuing obligation to disclose any criminal record information regarding any CONTRACTOR employee to the COUNTY's Project Manager.
- G. To the extent possible, CONTRACTOR shall keep premises free of any loose objects that may be picked up by inmates, including, but not limited to hypodermic needles, clamps, forceps, scissors, syringes, and tubing.

6.0 COUNTY RESPONSIBILITIES

- 6.1 COUNTY shall refer to CONTRACTOR for out-patient service, only inmate patients with chronic end stage renal disease. Inmates with acute renal disease shall be treated by COUNTY medical personnel. CONTRACTOR shall have the right to refuse service to any patient unwilling to abide by CONTRACTOR's policies, facility rules and regulations.
- 6.2 COUNTY shall maintain ultimate/primary care responsibility of all inmate patients referred to CONTRACTOR for treatment, recognizing however, that when patients are undergoing treatment at CONTRACTOR's facilities, medical decisions relating to the treatment must be delegated to the physician(s) assigned by CONTRACTOR. In the event that physician(s) utilized by CONTRACTOR recommends additional medical treatment for inmate patients, SHERIFF's Medical Services staff shall make appropriate arrangements for patients to be examined and/or receive such treatments at a COUNTY health facility.
- 6.3 COUNTY shall provide to CONTRACTOR at the time of patient referral or upon CONTRACTOR's request, any and all medical records maintained by COUNTY.
- 6.4 COUNTY shall make reasonable efforts to obtain necessary medical information of patients referred to CONTRACTOR by questioning patients, reviewing patients' previous treatment records (if in COUNTY possession), and identifying the availability of sources of payment for services.
- 6.5 COUNTY shall maintain confidentiality of all patient records, and shall not release or disclose any information of patients referred for treatment to any third party without the written consent of patients or their legal representatives or unless otherwise authorized by law.
- 6.6 COUNTY's Project Director shall have the sole discretion to terminate Agreement at any time if SHERIFF's Medical Services Bureau and SHERIFF's

Custody Services staff determine CONTRACTOR's treatment site is a security risk.

6.7 COUNTY may provide an orientation on security policies and procedures to all CONTRACTOR's employees providing services under this Agreement. Such orientation may include but is not limited to the following:

- A. Harassment and discrimination;
- B. Fraternization, which includes but is not limited to: touching, giving gifts, providing contraband, inappropriate correspondence;
- C. Hostage policy
- D. Procedures and explanation for keeping treatment area and facility in general, clear and free of loose lying objects and equipment, such as clamps, pens, pencils, scissors, syringes, etc.

7.0 UTILIZATION COORDINATION

CONTRACTOR agrees to comply and coordinate all patient care with the Chief Physician, or designee, the Assistant Director/Clinical Nursing Director of LASD Medical Services. This shall include, but not be limited to procedural, diagnostic, and specialty service request, and participation in SHERIFF's Medical Services Bureau discharge planning. CONTRACTOR shall provide SHERIFF with timely, legible, and complete responses to requests for information.

EXHIBIT B1

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT
AND
CONFIDENTIALITY AGREEMENT**

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT**

CONTRACTOR NAME

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No. _____

Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the abovereferenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT B2

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT
AND
CONFIDENTIALITY AGREEMENT**

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME

Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the abovereferenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No. _____

Non-Employee _____ Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT C

CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

Gambro Healthcare - Burbank
Contractor Name
1211 NO. SAN FERNANDO BL. BURBANK CA 91506
Address
95-29779116
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes ☒ No ☐
2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes ☒ No ☐
3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes ☒ No ☐
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes ☒ No ☐

Sharon D. Lee Vice President Contracting
Authorized Official's Printed Name and Title

Sharon D. Lee 3-3-04
Authorized Official's Signature Date

EXHIBIT D

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

EXHIBIT E

SURRENDERED BABY LAW

No shame.

No blame.

No names.

Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafe.la.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Sawyer, Director



Los Angeles County Board of Supervisors

Glenn Melina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zia Varady, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael B. Antonovich, Supervisor, Fifth District

This Initiative is also supported by HHS LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados
de forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gov. Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Cecilia M. Robinson, Secretaria

Departamento de Servicios Sociales
(Department of Social Services)
Liliana Diaz, Directora



Consejo de Supervisores del Condado de Los Angeles

Glenn Miller, Supervisor, Distrito Central

Wynne Bellizvale, Junta Sup. Norte, Segundo Distrito

Joe Vasquez, Supervisor, Distrito Sur

Don Shuler, Supervisor, Distrito Este

Michael D. Antonovich, Supervisor, Distrito Oeste

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarnos a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

**AGREEMENT FOR
PROFESSIONAL MEDICAL SERVICES
BY AND BETWEEN
LOS ANGELES COUNTY
AND
DANIEL LEVITAN, M.D., INC.**

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EXHIBITS

- EXHIBIT A** Statement of Work
- EXHIBIT B** Contractor Employee Acknowledgment and Confidentiality Agreement
- EXHIBIT C** Contractor's EEO Certification
- EXHIBIT D** Jury Service Ordinance
- EXHIBIT E** Safely Surrendered Baby Law

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

AGREEMENT FOR PROFESSIONAL MEDICAL SERVICES WITH DANIEL LEVITAN, M.D., INC. FOR PROFESSIONAL MEDICAL SERVICES

1.0 PURPOSE

This Agreement is made and entered into, as of April 1, 2004 by and between the County of Los Angeles (hereafter "COUNTY"), and Daniel Levitan, M.D., Inc., a California corporation (hereafter "CONTRACTOR"), for End Stage Renal Dialysis (ESRD) Professional Medical Services with regard to the following (hereafter "Recitals"):

1. WHEREAS, the Los Angeles County Sheriff (hereafter "SHERIFF") is required under the California Code of Regulations, Title 15, Crime Prevention and Corrections, Division 1, Subchapter 4, Article 10, to provide reasonable healthcare to its inmate population;
2. WHEREAS, COUNTY has entered into an agreement with Gambro Healthcare under the companion Agreement to provide Inmate Patients suffering from chronic renal failure with ESRD treatments;
3. WHEREAS, Gambro does not have the professional and medical staff to provide professional medical services to Inmate Patients;
4. WHEREAS, the COUNTY does not have the professional and medical staff with the specific skills and expertise necessary to provide professional medical services to Inmate Patients;
5. WHEREAS, the COUNTY is authorized by California Government Code, Section 31000 to contract for special services, including the services described herein;
6. WHEREAS, CONTRACTOR agrees to provide Professional Medical Services to Inmate Patients undergoing ESRD treatments at Gambro Healthcare, as more fully set forth in the Statement of Work, attached hereto as Exhibit A;
7. WHEREAS, CONTRACTOR warrants and represents that it has the professional skills, technological capabilities, and experience to accomplish the foregoing without interruption of COUNTY's current

operations and to provide the services, features and functionality described in this Agreement and the Exhibits attached hereto.

NOW, THEREFORE, in consideration of the forgoing Recitals, all of which are incorporated as part of this Agreement, CONTRACTOR and COUNTY hereby further agree as follows:

2.0 AGREEMENT FOR PROFESSIONAL MEDICAL SERVICES

This Agreement shall be in effect in conjunction with County's Agreement with Gambro Healthcare ("Gambro"). Gambro shall be responsible for providing ESRD treatments to Inmate Patients with chronic renal disease. CONTRACTOR shall be responsible for providing Professional Medical Services to these inmates while they are being treated by Gambro. The Agreements with Gambro and CONTRACTOR are not mutually exclusive.

3.0 APPLICABLE DOCUMENTS

3.1 This base document, along with Exhibits A, B, C, D and E as described below, attached hereto, and incorporated herein by this reference, collectively form, and are throughout and hereinafter referred to as the "Agreement."

3.2 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, schedule and/or contents and/or description of any task, deliverable, or service, and/or other work and/or otherwise between and/or among this base document and/or the Exhibits, such conflict and/or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits according to the following priority:

1. Exhibit A - Statement of Work
2. Exhibit B - Contractor Employee Acknowledgment and Confidentiality Agreement
3. Exhibit C - Contractor's EEO Certification
4. Exhibit D - Jury Service Ordinance
5. Exhibit E - Safely Surrendered Baby Law

3.3 Statement of Work

The CONTRACTOR will provide services to the COUNTY as set forth in Exhibit A, Statement of Work.

4.0 DEFINITIONS

- 4.1 "Auditor-Controller" shall refer to the COUNTY department that is responsible for auditing business operations and paying debts.
- 4.2 "Board of Supervisors" shall refer to the legally governing body politic for the COUNTY of Los Angeles.
- 4.3 "Contract" shall mean the same as Agreement, the explicit document between the CONTRACTOR and the COUNTY.
- 4.4 "Day" or "days" whether singular or plural, whether used with initial letter capitalization or not, shall mean calendar day(s) and not business day(s), unless otherwise expressly specified.
- 4.5 "Effective Date" shall mean the date upon which the Agreement is approved, signed, and executed by COUNTY's Board of Supervisors.
- 4.6 "Fiscal Year" shall mean the consecutive twelve (12) month period from July 1 of a given year through June 30 of the following year.
- 4.7 "Inmate Patients" shall mean those inmates who are in SHERIFF's custody who are suffering from chronic renal failure and are receiving out-patient ESRD treatments from Gambro Healthcare.
- 4.8 "Maximum Contract Sum" shall mean the maximum monetary amount which may be paid by COUNTY to CONTRACTOR as set forth in Section 7.0 (Price and Agreement Sum).
- 4.9 "Sheriff" shall refer to the elected official for the Los Angeles County Sheriff's Department.

5.0 TERM OF AGREEMENT

- 5.1 The term of this Agreement shall be effective on April 1, 2004, and shall continue for a period of one (1) year, unless sooner terminated or extended in whole or in part, as herein provided.
- 5.2 The term of the Agreement may be extended at the sole discretion of COUNTY for two (2) one-year periods. The SHERIFF shall have the authority to exercise and execute the extension options. Preliminary notice of the COUNTY's intent to extend will be given sixty (60) days prior to expiration of the Agreement.

- 5.3 All terms and conditions of this Agreement shall remain in full force and effect during the extension period specified in Subsection 5.2.
- 5.4 CONTRACTOR shall notify SHERIFF when this Agreement is within six (6) months from the expiration of the term as provided for in this Section 5.0. Upon occurrence of this event, CONTRACTOR shall send written notification to COUNTY's Project Director.
- 5.5 COUNTY may suspend or terminate this Agreement immediately if CONTRACTOR's license to practice medicine is suspended or revoked by the State of California (Medical Board of California).
- 5.6 In the event that COUNTY's agreement with Gambro is terminated at any time before its expiration date, then this Agreement shall also terminate, effective the same date as COUNTY's termination of the agreement with Gambro.
- 5.7 COUNTY's failure to exercise any right of termination under this Paragraph 5.0 shall not constitute waiver of such right and the same may be exercised at any subsequent time.

6.0 WORK

6.1 General

Pursuant to the provisions of this Agreement, CONTRACTOR shall on a timely basis provide, complete, and deliver all tasks, subtasks, deliverables, goods, services, and other work as set forth in Exhibit A, Statement of Work. Unless otherwise agreed to in writing, all work shall be performed at Gambro Healthcare's treatment facility specified in the Statement of Work.

- 6.1.1 If CONTRACTOR provides any tasks, subtasks, deliverables, services, or other work, excluding any other work contracted for by the COUNTY, to COUNTY other than those specified in Exhibit A, Statement of Work, and, as originally written or modified under the authority of COUNTY, these shall be gratuitous efforts on the part of CONTRACTOR for which CONTRACTOR shall have no claim whatsoever against COUNTY.

6.2 CONTRACTOR's Operating Responsibilities

- 6.2.1 CONTRACTOR shall conform to and abide by all municipal and COUNTY ordinances, and all State and Federal laws and regulations, insofar as the

same or any of them are applicable. Where permits and/or licenses are required to provide the specified medical services, CONTRACTOR and/or CONTRACTOR's employees must obtain the necessary permits or licenses from the appropriate regulatory agency having jurisdiction over such matters.

6.2.2 CONTRACTOR shall furnish and provide proof to COUNTY, all required credentials. These shall include, but is not limited to, the following:

- A. Proof of current license to practice medicine and/or surgery in the State of California;
- B. Copy of current Drug Enforcement Agency (DEA) Certificate;
- C. Copy of Board Certification;
- D. Copy of liability insurance certificate;

6.2.3 CONTRACTOR shall maintain, keep in good standing, and furnish COUNTY with proof of all licenses/certificates specified under Subsection 6.2.2, prior to beginning work under this Agreement within five (5) business days of the date of the execution of this Agreement, and throughout the entire term of the Agreement, including all applicable extension options as specified in Section 5.0 (Term of Agreement).

6.3 Utilization Coordination

CONTRACTOR and COUNTY agree to mutually comply and coordinate all patient care. Patient care shall include, but is not limited to procedural, diagnostic, specialized service requests, and discharge planning. CONTRACTOR and COUNTY shall provide the other party with timely, legible, and complete responses to requests for information.

6.4 Approval of CONTRACTOR's Work

6.4.1 All work performed by, and all invoices submitted by CONTRACTOR hereunder must receive the written approval of COUNTY's Project Manager, who shall be responsible for a detailed evaluation of CONTRACTOR's performance before approval of work and/or payment of invoices is permitted.

6.4.2 In the event quality/performance deficiencies by CONTRACTOR necessitate disapproval of work, or invoices by COUNTY's Project Manager, COUNTY may pursue any and all remedies set forth in this Agreement or as otherwise provided by law.

6.5 Working Hours and Days

CONTRACTOR shall work as required during the course of this Agreement, depending upon the number of patients and their treatment needs. Gambro shall provide ESRD treatment services to inmate patients on Tuesdays, Thursdays and Saturdays, between 5:30 a.m. and 11:00 a.m. In the event that medical examination of a patient is needed, CONTRACTOR shall provide such service between those designated hours.

6.6 Work Location

All services for professional medical services following or prior to routine renal dialysis treatments provided by Gambro Healthcare shall be provided at Gambro Healthcare's Burbank facility as specified in Exhibit A, Subsection 2.2 (Service Location).

6.7 Unapproved Work

If CONTRACTOR provides any tasks, subtasks, deliverables, goods, services, or other work to COUNTY other than those specified in this Agreement, or if CONTRACTOR provides such items requiring COUNTY's prior written approval without first having obtained such written approval, the same shall be deemed to be a gratuitous effort on the part of CONTRACTOR, and CONTRACTOR shall have no claim whatsoever against COUNTY therefore.

7.0 PAYMENT AND SERVICE SCHEDULE

7.1 Payment Schedule

COUNTY shall pay CONTRACTOR for professional medical services provided to Inmate Patients undergoing ESRD treatment services at Gambro's facility(s). The professional physician fee will be paid directly to the CONTRACTOR for services which include, but is not limited to, examination of patient, reviewing medical records, and recommending other medical treatment. When submitting invoices, CONTRACTOR must complete the HC 1500 form. CONTRACTOR must provide COUNTY with a list of physicians who will provide professional services to the inmates, and submit updates when changes in personnel occur.

7.2 Payment for physician's professional services is twenty-five dollars (\$25.00) per treatment, consistent with the Medicare reimbursement rates.

7.3 Physician's professional fee shall be consistent with the Medicare/Medi-Cal reimbursement rates throughout the term of this Agreement. In the event of a change in the rates, CONTRACTOR shall notify COUNTY within ten (10) days as soon as the information becomes known to CONTRACTOR.

8.0 PRICE AND AGREEMENT SUM

8.1 The Maximum Sum for this Agreement, including any and all extensions, possible price adjustments shall not exceed One Hundred Eighty Thousand Dollars (\$180,000) [hereinafter, the "Maximum Sum"]. The first year Agreement Sum shall not exceed \$60,000. Any and all out-of-pocket fees, costs, taxes, and/or expenses not specified by CONTRACTOR in Section 7.0 (Payment and Service Schedule), shall be the sole responsibility of CONTRACTOR, and shall not increase the Maximum Agreement Sum.

8.2 There is no guarantee that the Maximum Agreement Sum will be paid during the term of the Agreement.

8.3 The rates specified in Section 7.0 (Payment and Service Schedule) may be subject to change only if there is a change in the Medicare/Medi-Cal reimbursement rates.

8.4 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred Seventy-Five percent (75%) of the total contract authorization under this Agreement. Upon occurrence of this event, CONTRACTOR shall send written notification to COUNTY's Project Manager.

8.5 Notwithstanding any other Sections of this Agreement, COUNTY shall not be obligated for CONTRACTOR's performance hereunder or by any Section of this Agreement during any of COUNTY's future fiscal years, unless and until the COUNTY's Board of Supervisors appropriates funds for this Agreement in COUNTY's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-appropriation of funds at the earliest possible date.

8.6 CONTRACTOR Liability for Taxes

CONTRACTOR shall pay any and all taxes that are now in effect or shall hereafter be imposed or levied that may be applicable to this Agreement or any of the work performed hereunder, including, but not limited to, payroll, income, sales, and social security taxes. In no event shall such obligation(s) and/or payment(s) increase the Maximum Agreement Sum.

8.7 Payment for Services Specified

The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR's duties, responsibilities, or obligations, or performance of the same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY's express prior written approval.

8.8 No Payment for Services Following Expiration/Termination of Agreement

CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind, whatsoever, for any services provided by CONTRACTOR after the expiration or other termination of this Agreement. Should CONTRACTOR receive any such payment, it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment for services rendered after expiration/termination of this Agreement shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Agreement.

9.0 BUDGET REDUCTIONS

In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY agreements, the COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the CONTRACTOR under this Agreement. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be

provided within thirty (30) calendar days of the Board's approval of such actions. The CONTRACTOR shall continue to provide all of the services set forth in this Agreement.

10.0 INVOICES

10.1 Invoices, Charges for Service and Payments

10.1.1 CONTRACTOR shall submit separate invoices to COUNTY for each patient that it provides professional medical services under this Agreement. CONTRACTOR shall invoice COUNTY thirty (30) days in arrears. CONTRACTOR shall prepare invoices, using the HCFA 1500 form, with content and format as provided below:

- A. COUNTY's Agreement number;
- B. CONTRACTOR's name and address;
- C. CONTRACTOR's federal tax ID number;
- D. Billing period;
- E. Patient information, including:
 - 1. Name;
 - 2. Patient's booking number;
 - 3. Patient's social security number;
 - 4. Date(s) of service;
 - 5. Description of services provided;
 - 6. Service Code;
 - 7. Service units;
 - 8. Service charges per unit;
 - 9. Total charges.

10.1.2 CONTRACTOR shall submit an original and one (1) copy of each invoice, addressed as shown below, for the applicable billing period and only for providing COUNTY authorized and COUNTY approved tasks, services, and all other work required hereunder.

Los Angeles County Sheriff's Department
Twin Towers Correctional Facility
Medical Services Bureau
450 Bauchet Street, Room 5328
Los Angeles, California 90012
Attn: Materials Management

10.1.3 Payment for all completed work shall be contingent upon COUNTY's Project Director or COUNTY's Project Manager approval of the itemized invoice and forwarding approved invoice to Fiscal Administration for payment. Approval for payment will be given promptly for accepted work, and, in the absence of irregularities, payment should be made within thirty (30) days following receipt of invoice.

10.1.4 COUNTY shall not be responsible for invoice payments if any invoice is received later than one-hundred twenty (120) days after the work has been completed.

10.1.5 COUNTY shall not pay CONTRACTOR for any services and amounts not specified in Section 7.0 (Payment and Service Schedule).

10.2 Approval of Invoices

All invoices submitted by CONTRACTOR for payment must have the written approval of the COUNTY's Project Director or COUNTY's Project Manager prior to any payment thereof, less any offsets due to COUNTY. COUNTY approval shall be provided or denied in a timely manner, within ten (10) days following submission of the invoice after COUNTY's approval of the applicable deliverable(s) or other work. In no event shall COUNTY be liable or responsible for any payment prior to such written approval.

11.0 CHANGE ORDERS AND AMENDMENTS

11.1 COUNTY reserves the right to change any portion of the work required under this Agreement and/or any other Section of this Agreement. All such changes shall be accomplished only as provided in this Section 11.0.

11.2 For any change requested by COUNTY and which does not affect the scope of work, term, payment, Maximum Agreement Sum, or any term or condition included in this Agreement, such change may be affected, but only on mutual agreement, by means of a Change Order executed by the COUNTY's Project Director and CONTRACTOR's Project Manager.

- 11.3 For any change requested by COUNTY which does affect the scope of work, terms, payments, Maximum Agreement Sum and/or any term or condition included in this Agreement, a negotiated Amendment to this Agreement shall be prepared and executed by COUNTY's Board of Supervisors and CONTRACTOR to be valid and enforceable.
- 11.4 Notwithstanding any other Subsection of this Section 11.0, the SHERIFF and the authorized representative for the CONTRACTOR shall execute all amendments to extend the agreement term and change the price schedule as specified in Subsection 8.3 pursuant to this Section 11.0.

12.0 ADMINISTRATION OF AGREEMENT - COUNTY

12.1 COUNTY's Project Director

- 12.1.1 COUNTY's Project Director for this Agreement shall be the person that holds the following position or his/her designee:

Captain Rodney Penner, Director
Medical Services Bureau
Los Angeles County Sheriff's Department
Twin Towers Correctional Facility
450 Bauchet Street, Tower II, Room E873
Los Angeles, California 90012

Telephone: (213) 893-5460
Fax: (213) 415-1284

- 12.1.2 COUNTY's Project Director shall be responsible for the overall administration of this Agreement, including keeping and updating all records relating thereto, and for resolving disputes between COUNTY and CONTRACTOR.
- 12.1.3 COUNTY's Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate COUNTY in any respect whatsoever.
- 12.1.4 COUNTY's Project Director shall have the right at all times to inspect any and all tasks, goods, services or other work performed or provided by or on behalf of the CONTRACTOR.
- 12.1.5 COUNTY's Project Director shall have the authority to sign and execute

Change Orders, as specified in Section 11.0 (Change Orders and Amendments).

12.2 COUNTY's Project Manager

12.2.1 COUNTY's Project Manager for this Agreement shall be the person that holds the following position or his/her designee:

Thomas Flaherty, Assistant Director
Medical Services Bureau
Los Angeles County Sheriff's Department
Twin Towers Correctional Facility
450 Bauchet Street, Tower II, Room 873
Los Angeles, California 90012

Telephone: (213) 893-5461
Fax: (213) 415-1284

12.2.2 COUNTY's Project Manager shall be responsible for the day-to-day administration of this Agreement, ensuring that the CONTRACTOR meets all procedural, medical and professional requirements of providing professional medical services to Inmate Patients.

12.2.3 COUNTY's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate COUNTY in any respect whatsoever.

12.2.4 COUNTY's Project Manager shall have the right at all times to inspect any and all tasks, goods, services or other work provided by or on behalf of the CONTRACTOR.

12.2.5 COUNTY's Project Manager shall advise COUNTY's Project Director as to CONTRACTOR's performance in areas relating to requirements and standards.

13.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR

13.1 CONTRACTOR's Project Manager

13.1.1 CONTRACTOR's Project Manager shall be a full-time employee of CONTRACTOR and is designated as follows:

Office Manager
Daniel Levitan, M.D., Inc
255 East Orange Grove, Suite D
Burbank, California 91502

Telephone: (818) 848-5595
Fax: (818) 848-5749

13.1.2 CONTRACTOR's Project Manager shall be responsible for CONTRACTOR's day-to-day activities as related to this Agreement. Any issues, problems, or disputes which may arise which cannot be resolved by COUNTY's Project Manager or designee may be reported by CONTRACTOR's Project Manager to COUNTY's Project Director.

13.1.3 CONTRACTOR's Project Manager shall coordinate with COUNTY's Project Manager, or designee, on a regular basis with respect to all work being performed on active tasks and deliverables.

13.1.4 CONTRACTOR's Project Manager shall have the authority to sign and execute all Change Orders, as specified in Section 11.0 (Change Orders and Amendments).

14.0 COUNTY'S OPERATING RESPONSIBILITIES

The COUNTY shall provide and ensure the security of CONTRACTOR, Gambro staff, Inmate Patients, and other patients that are present at Gambro's facility during treatments for Inmate Patients.

15.0 EMPLOYMENT ELIGIBILITY VERIFICATION

15.1 CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations.

15.2 CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603) or as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

15.3 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

16.0 FAIR LABOR STANDARDS

CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, attorney's fees and expert witness fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act for work performed by CONTRACTOR's employees for which COUNTY may be found jointly or solely liable.

17.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

18.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the CONTRACTOR and COUNTY agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

19.0 INDEPENDENT CONTRACTOR STATUS

19.1 This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and CONTRACTOR. Any employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

CONTRACTOR shall function as, and in all respects is, an independent CONTRACTOR.

19.2 CONTRACTOR hereby warrants, represents, and agrees that it is an independent contractor and will not use any employee(s), representative(s), agent(s), and/or subcontractor(s) without first seeking and obtaining the prior written consent of the COUNTY. CONTRACTOR shall seek approval in writing consistent and compliant with Section 21.0 (Prohibition Against Subcontracting) herein below.

19.3 CONTRACTOR shall be solely responsible for providing to, or on behalf of, its employees all legally required employee benefits. COUNTY shall have no liability or responsibility for the payment of any salaries, wages, or other compensation of benefits to any personnel provided by CONTRACTOR.

19.4 CONTRACTOR understands and agrees that all persons furnishing services to COUNTY pursuant to this Agreement are, for purposes of worker's compensation liability, the sole responsibility of CONTRACTOR and not the responsibility of COUNTY. CONTRACTOR shall bear the sole liability and responsibility for any and all workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of CONTRACTOR pursuant to this Agreement.

20.0 ASSIGNMENT AND DELEGATION

CONTRACTOR shall not delegate its duties and/or assign its rights hereunder, either in whole or in part, without the prior written consent of the COUNTY. Any attempted assignment and/or delegation by CONTRACTOR shall constitute a material breach of this Agreement, upon which COUNTY, at its sole discretion, may terminate this Agreement.

21.0 SUBCONTRACTING

21.1 COUNTY has relied, in entering into this Agreement, on the reputation of, and on obtaining the personal performance of, CONTRACTOR itself. Consequently, no performance of the Agreement, or any part thereof, shall be subcontracted by CONTRACTOR, without prior written approval of COUNTY, and any subcontract shall be null and void and shall constitute a material breach of the terms of the Agreement. CONTRACTOR shall notify all potential subcontractors of the requirements of this Section 21.0.

- 21.2 If CONTRACTOR desires to subcontract any portion of his performance, obligations, or responsibilities under this Agreement, CONTRACTOR shall make a written request to COUNTY for written approval to enter into the particular subcontract. CONTRACTOR's request to COUNTY shall include: (1) the reason(s) for the particular subcontract; (2) a detailed description of the work to be performed by the proposed subcontractor; (3) identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected; (4) a draft copy of the proposed subcontract; (5) unless otherwise determined unnecessary by COUNTY, copies of Certificates of Insurance and Performance Security from the proposed subcontractor which establish that the subcontractor maintains all the programs of insurance required by Section 24.0 (Indemnification) and Section 25.0 (Insurance Coverage Requirements) and; (6) any other information and/or certification requested by COUNTY.
- 21.3 COUNTY will review CONTRACTOR's request to subcontract and determine, in its sole discretion whether to consent to such request on a case-by-case basis.
- 21.4 CONTRACTOR agrees to indemnify, defend, and hold harmless COUNTY and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to any demand, claim, action, damage, fee (including attorney's fees and expert witness fees), cost, and/or expense, arising from and/or relating to CONTRACTOR's use of any subcontractor and/or the act(s) and/or omission(s) of any subcontractor.
- 21.5 Notwithstanding any COUNTY consent to any subcontracting, CONTRACTOR shall remain responsible for any and all performance required of it under this Agreement, including but not limited to the obligation to properly perform all work hereunder, and no subcontractor shall bind or purport to bind the COUNTY. Further, COUNTY approval of any subcontracting shall not be construed to limit in any way CONTRACTOR's performance, obligations, or responsibilities to COUNTY, nor shall such approval limit in any way of COUNTY's rights and/or remedies.
- 21.6 In the event that COUNTY consents to any subcontracting, the subcontractor, on behalf of itself, its successors and administrators, shall assume and be bound by and shall be deemed to have assumed and agreed to be bound by each and all of the Sections of this Agreement and any amendment(s) and/or modification(s) hereto.

- 21.7 In the event that COUNTY consents to any particular subcontracting, any such consent shall apply to that particular subcontract only, and shall not be, or be construed to be, a waiver of this Section 21.0 or a blanket consent to any further subcontracting.
- 21.8 CONTRACTOR shall be solely responsible and liable for any and all payments or other compensation to all subcontractors and their officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, or agents.
- 21.9 CONTRACTOR shall deliver to COUNTY a fully executed copy of each subcontract entered into by CONTRACTOR pursuant to this Section 21.0, on or immediately after the effective date of the subcontract, but in no event later than three (3) days prior to the first date any work is performed under the subcontract.

22.0 SECURITY, PRIVACY AND CONFIDENTIALITY

- 22.1 CONTRACTOR agrees that, except as provided by federal law other than the Crime Control Act of 1973 (42 Section 3701 et seq.), it will not use or reveal any criminal history, case, data research, or statistical information furnished by the COUNTY and identifiable to any specific private person employed, in contact, or in custody of the SHERIFF. Copies of such information shall be immune from the legal process, and shall not without the consent of the person furnish such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings.
- 22.2 All work performed under this Agreement shall be considered confidential until such time it is considered public information by State law. The CONTRACTOR is prohibited from copying, sharing, providing electronic copies, or by any other means provide a review of the documents and information produced through this Agreement to a third party unless specifically approved in writing by COUNTY's Project Manager.

23.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 23.1 CONTRACTOR shall maintain accurate and complete financial records of his activities and operations relating to this Agreement in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete records relating to his performance of this Agreement. CONTRACTOR agrees that COUNTY, or its authorized

representatives, shall have access to and the right to examine, audit, excerpt, copy and/or transcribe any pertinent transaction, activity or records relating to this Agreement. All such material, including, but not limited to, all financial records, time cards and other employment records, and proprietary data and information, shall be kept and maintained by CONTRACTOR and shall be made available to COUNTY during the term of this Agreement and for a period of five (5) years thereafter. COUNTY's written material shall be maintained by CONTRACTOR in a location in Los Angeles County or a county contiguous with Los Angeles County, provided that if any such material is located outside of Los Angeles County, then at COUNTY's option, CONTRACTOR shall pay COUNTY to examine, audit, excerpt, copy or transcribe such material at such other location.

- 23.2 In the event that an audit is conducted by CONTRACTOR specifically regarding this Agreement by any federal or state auditor, or by any auditor employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY's Auditor Controller within thirty (30) days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable federal or state law under this Agreement. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 23.3 Failure on the part of CONTRACTOR to comply with this Section 23.0 shall constitute a material breach of this Agreement for which COUNTY may immediately terminate or suspend this Agreement.
- 23.4 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the COUNTY may conduct an audit of the CONTRACTOR regarding the work performed under this Agreement, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Agreement or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Agreement exceed the funds appropriated by the COUNTY for the purposes of this Agreement.

24.0

INDEMNIFICATION

COUNTY and CONTRACTOR shall indemnify, defend and hold harmless the other party, its officers, employees and agents against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the other party's acts and/or omissions arising from and/or relating to this Agreement.

25.0

INSURANCE COVERAGE REQUIREMENTS

Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Agreement, CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

25.1

Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to:

Los Angeles County Sheriff's Department
4700 Ramona Boulevard, Room 234 East
Monterey Park, California 91754
Attention: Mr. Joe Cruz, Contracts Administration

prior to commencing services under this Agreement. Such certificates or other evidence shall:

- A. Specifically identify this Agreement.
- B. Clearly evidence all coverages required in this Agreement.
- C. Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- D. Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.

- E. Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

- 25.2 **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.
- 25.3 **Failure to Maintain Coverage:** Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the contract upon which COUNTY may immediately terminate or suspend this Agreement. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.
- 25.4 **Notification of Incidents, Claims or Suits:** CONTRACTOR shall report to COUNTY:
- A. Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within twenty-four (24) hours of occurrence.
 - B. Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Agreement.
 - C. Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a

COUNTY Non-employee Injury Report to the COUNTY's contract manager.

- D. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Agreement.

25.5 **Compensation for COUNTY Costs:**

In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

25.6 **General Liability** insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2,000,000
Products/Completed Operations Aggregate:	\$1,000,000
Personal and Advertising Injury:	\$1,000,000
Each Occurrence:	\$1,000,000

25.6.1 **Workers Compensation and Employers' Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide worker's compensation benefits as required by the U.S., Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1,000,000
Disease - policy limit:	\$1,000,000
Disease - each employee:	\$1,000,000

25.6.2 **Professional Liability** insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. The coverage also shall provide an extended two

(2) year reporting period commencing upon termination or cancellation of this Agreement.

26.0 COMPLIANCE WITH LAWS AND VENUE

26.1 CONTRACTOR agrees to comply with all applicable federal, state, and local laws, rules, regulations or ordinances, and all Sections required thereby to be included herein are incorporated by reference.

26.2 This Agreement shall be governed by, and construed in accordance with, the procedural and substantive laws of the State of California applicable to contracts made and to be performed within the State. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the COUNTY of Los Angeles, California (except with respect to claims that are subject to exclusive federal subject matter jurisdiction, as to which CONTRACTOR agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California).

27.0 WARRANTY AGAINST CONTINGENT FEES

27.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business.

27.2 For breach of this warranty, the COUNTY shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

28.0 CONFLICT OF INTEREST

28.1 CONTRACTOR represents and warrants that no COUNTY employee, whose position enables him/her to influence the award of this Agreement, or any competing agreement, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the CONTRACTOR, or shall have any direct or indirect financial interest in this Agreement. The CONTRACTOR represents and warrants that it is

aware of and its authorized officers have read the provision of Los Angeles County Code Section 2.104.295, "Avoidance of Conflict of Interest," and that execution of this Agreement will not violate those provisions.

- 28.2 CONTRACTOR represents and warrants that anyone who is a former employee of COUNTY at the time of execution of this Agreement or who subsequently becomes affiliated with CONTRACTOR in any capacity shall not participate in the services provided under this Agreement or share in the profits of CONTRACTOR earnings for a period of one year from the date he/she left COUNTY employment.
- 28.3 No officer or employee of CONTRACTOR, who may financially benefit from the performance of work hereunder, shall in any way participate in COUNTY'S approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.
- 28.4 CONTRACTOR shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. CONTRACTOR warrants that it is not now aware of any facts which create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.
- 29.0 **CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**
- 29.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through a contract are in compliance with the court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.
- 29.2 As required by COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR's duty under this Agreement to comply with all applicable provisions of law. CONTRACTOR warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and Wage reporting requirements as required by the Federal Social Security Act (42

USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedures Section 706.031 and Family Code Section 5246(b).

**30.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN
CHILD SUPPORT COMPLIANCE**

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 29.0 (CONTRACTOR's Warranty of Adherence To COUNTY's Child Support Compliance Program), shall constitute a default by CONTRACTOR under this Agreement. Without limiting the rights and remedies available to COUNTY under any other provision of this Agreement, failure to cure such default within 90 days of notice by Los Angeles Child Support Services Department shall be grounds upon which the County Board of Supervisors may terminate this Agreement pursuant to Section 32.0 (Termination for Default).

31.0 TERMINATION FOR IMPROPER CONSIDERATION

31.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Agreement, if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

31.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or other tangible gifts.

32.0 TERMINATION FOR DEFAULT

32.1 COUNTY may, by written notice to CONTRACTOR, terminate the whole or any part of this Agreement if, in the judgement of the COUNTY:

- A. CONTRACTOR has materially breached this Agreement as elsewhere provided herein; or
- B. CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Agreement hereunder; or
- C. CONTRACTOR has assigned or delegated his duties; or subcontracted any performance of this Agreement without prior written consent by COUNTY as elsewhere provided.

32.2 CONTRACTOR shall not be liable for any excess costs if his failure to perform under this Agreement arises from force majeure, i.e., causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes include, but are not necessarily limited to: acts of God or of the public enemy, acts of Federal or State Governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both CONTRACTOR and subcontractor, and without the fault or negligence of either, CONTRACTOR, shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the requirements. As used in this subparagraph the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

32.3 If, after COUNTY has given notice of termination under this Section 32.0 it is determined by the COUNTY that CONTRACTOR was not in default under these provisions, or that the default was excusable under the provisions, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to Section 33.0 (Termination For Convenience).

32.4 The rights and remedies of the COUNTY provided in this Section 32.0 are nonexclusive and cumulative.

33.0 TERMINATION FOR CONVENIENCE

33.1 This Agreement may be terminated when such action is deemed by the COUNTY in its sole discretion to be in its best interest. Termination shall be effected by service upon CONTRACTOR of a notice of termination specifying the date upon which such termination becomes effective, which date shall be no less than ninety (90) days after the notice is sent.

33.2 After receipt of a notice of termination, CONTRACTOR shall submit its termination claim and invoice to COUNTY, in the form and with any certifications as may be prescribed by COUNTY. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claims and invoice within the time allowed, COUNTY may determine on the basis of information available to COUNTY, the amount if any, due to CONTRACTOR in respect to the termination and such determination shall be final. When such determination is made, COUNTY shall pay CONTRACTOR the amount so determined.

34.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles County Code Section 2.160.010 retained by the CONTRACTOR, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by CONTRACTOR to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which COUNTY may immediately terminate or suspend this Agreement.

35.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR RE-EMPLOYMENT LIST

Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Agreement.

36.0**CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

Should the CONTRACTOR require additional or replacement personnel after the effective date of this Agreement, the CONTRACTOR shall give consideration for any such employment openings for participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Program who meet the CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR.

In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

37.0**NON-DISCRIMINATION AND AFFIRMATIVE ACTION****37.1**

CONTRACTOR certifies and agrees that it will deal with its employees, applicants, subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability.

37.2

CONTRACTOR shall allow COUNTY representatives to access its employment records during regular business hours to verify compliance with this Section 37.0 when so requested by COUNTY.

37.3

If COUNTY finds that any provision of this Section 37.0 has been violated, such violation shall constitute a material breach of this Agreement upon which COUNTY may terminate or suspend this Agreement. COUNTY reserves the right to determine independently that the anti-discrimination section of this Agreement has been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Opportunity Commission that CONTRACTOR has violated state or federal anti-discrimination laws or regulations shall constitute a findings by COUNTY that CONTRACTOR has violated the anti-discrimination sections of this Agreement.

37.4

The parties agree that in the event CONTRACTOR violates the anti-discrimination provisions of this Agreement, COUNTY shall, at its option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

38.0**NOTICES****38.1**

All notices or demands required or permitted to be given or made under this Agreement (hereinafter, "Notice"), unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (1) by hand with signed receipt; (2) by first class registered or certified mail, postage pre-paid, or; (3) by facsimile or electronic mail transmission followed by twenty-four (24) hours with a confirmation copy mailed by first-class registered or certified mail, postage pre-paid. Notice shall be deemed given at the time of signed receipt in the case of hand delivery; three (3) days after deposit in the United States mail as set forth above, or; on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing. Addresses may be changed by either party given ten (10) days prior written notice thereof to the other party.

If to COUNTY:

Captain Rodney Penner, Director
Medical Services Bureau
Twin Towers Correctional Facility, Room E873
450 Bauchet Street
Los Angeles, California 90012

Telephone: (213) 893-5460
Fax: (213) 415-1284
Email:

If to CONTRACTOR:

Daniel Levitan, M.D.
255 East Orange Grove Drive, Suite D
Burbank, California 91502

Telephone: (818) 848-5595

38.2

COUNTY's Project Director shall have the authority to issue any Notice which is required or permitted by COUNTY under this Agreement.

39.0**COUNTY'S QUALITY ASSURANCE PLAN**

COUNTY's Project Manager will evaluate CONTRACTOR's performance under this Agreement, on not less than an annual basis. Such evaluation

will include assessing CONTRACTOR's compliance with the terms and performance standards of this Agreement. CONTRACTOR's deficiencies which COUNTY's Project Manager determines are severe or continuing and that may place performance of the Agreement in jeopardy, if not corrected, will be reported to COUNTY's Board of Supervisors. The report will include improvement and/ or corrective action measures taken by COUNTY and CONTRACTOR. If improvement and/or corrective action does not occur consistent with the corrective action measures, COUNTY may terminate this Agreement or impose other penalties as specified in this Agreement.

40.0 SEVERABILITY

In the event that any provision of this Agreement is found to be invalid, illegal, or unenforceable in any respect, such provision shall be deemed deleted from here and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless such would materially impair the essential purposes of this Agreement.

41.0 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

41.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.

41.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the COUNTY may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding on COUNTY contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may have with the COUNTY.

41.3 Non-responsible Contractor

The COUNTY may debar a Contractor if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following:

1. Violated any term of a Contract with the County.
2. Committed any act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on the same.
3. Committed an act or offense which indicates a lack of business integrity or business honesty, or
4. Made or submitted a false claim against the COUNTY or any other public entity.

41.4 Contractor Hearing Board

If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

41.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of COUNTY Contractors.

42.0 COMPLIANCE WITH THE JURY SERVICE PROGRAM

42.1 Jury Service Program

This Agreement is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

42.2 Written Employee Jury Service Policy

1. Unless CONTRACTOR has demonstrated to COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the employee's regular pay the fees received for jury service.
2. For purposes of this Section 42.0, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to

perform services for the COUNTY under the Agreement, the subcontractor shall also be subject of the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If CONTRACTOR is not required to comply with the Jury Service Program when the Agreement commences, CONTRACTOR shall have the continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either, comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Agreement and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.
4. CONTRACTOR's violation of this Section may constitute a material breach of the Agreement. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Agreement and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

43.0 AUTHORIZATION WARRANTY

The CONTRACTOR represents and warrants that the person executing this Agreement for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition and obligations of this Agreement and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

44.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact

sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the internet at www.babysafela.org for printing purposes.

45.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the Contractor with the poster to be used.

46.0 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Agreement.

47.0 LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES

CONTRACTOR shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law for the operation of its medical practice and for the provision of services pursuant to this Agreement. CONTRACTOR shall ensure that all its officers, employees and agents who perform services hereunder, obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to their performance of services hereunder. Such licenses, permits, registrations, and certificates shall be made available to COUNTY's Project Director upon request.

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

OUT PATIENT END STAGE RENAL DIALYSIS (ESRD) TREATMENT SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Chair and the seal of said Board to be hereto affixed and attested to by the Executive Officer thereof, and CONTRACTOR has caused this Agreement to be subscribed on its behalf by its duly authorized officer.

THE COUNTY OF LOS ANGELES

by: _____
Chairman, Board of Supervisors

ATTEST:
VIOLET VARONA-LUKENS
Executive Officer-Clerk of
Board of Supervisors

by: _____
Deputy

DANIEL LEVITAN, M.D., INC.
CONTRACTOR

By: Daniel Levitan

Name: owner Daniel Levitan

Title: president

APPROVED AS TO FORM:
LLOYD W. PELLMAN
County Counsel

By: Gary Gross
Gary Gross 3/8/04
Senior Deputy County Counsel

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

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THE COUNTY OF LOS ANGELES

by: _____
Chairman, Board of Supervisors

ATTEST:
VIOLET VARONA-LUKENS
Executive Officer-Clerk of
Board of Supervisors

by: _____
Deputy

DANIEL LEVITAN, M.D., INC.
CONTRACTOR

By: Daniel Levitan MD

Name: Daniel Levitan

Title: owner

APPROVED AS TO FORM:
LLOYD W. PELLMAN
County Counsel

By: Gary Gross
Gary Gross 3/2/04
Senior Deputy County Counsel

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

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THE COUNTY OF LOS ANGELES

by: _____
Chairman, Board of Supervisors

ATTEST:
VIOLET VARONA-LUKENS
Executive Officer-Clerk of
Board of Supervisors

by: _____
Deputy

DANIEL LEVITAN, M.D., INC.
CONTRACTOR

By: Daniel Levitan

Name: Daniel Levitan

Title: owner

APPROVED AS TO FORM:
LLOYD W. PELLMAN
County Counsel

By: Gary Gross
Gary Gross 3/2/04
Senior Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

**STATEMENT OF WORK
PROFESSIONAL MEDICAL SERVICES
OUT-PATIENT END STAGE RENAL DIALYSIS (ESRD) TREATMENTS**

1.0 INTRODUCTION

Daniel Levitan, M.D. (CONTRACTOR) is a physician, duly licensed to practice medicine in the State of California, Board certified in internal medicine and nephrology. CONTRACTOR shall at all times meet the minimum professional qualifications defined in this Agreement.

For purposes of this Agreement, "Inmate Patients" are defined as those Los Angeles County Sheriff's Department (SHERIFF) inmates who require out-patient End Stage Renal Dialysis (ESRD) Treatment Services and must receive ESRD treatments from Gambro Healthcare under the accompanying Agreement. Under this Agreement, CONTRACTOR will provide Inmate Patients with Professional Medical Services as defined in Subsection 3.2 below.

On an annual basis, the SHERIFF will require up to 2,400 dialysis treatments to accommodate up to fifteen (15) or more Inmate Patients and forty-five (45) or more treatments per week.

2.0 SCOPE OF MEDICAL SERVICES

- 2.1 Under the direction of Gambro Healthcare's Medical Director, CONTRACTOR shall be available for emergencies, and except for Inmate Patients who are released from custody between regular physician rounds, CONTRACTOR shall physically evaluate each Inmate Patient and be physically present during dialysis treatment(s) as necessary throughout the month, but no less than once per month per patient, to assess the individual patient's needs and progress.

2.2 Service Location

Gambro Healthcare shall be responsible for providing routine and non-emergency out-patient end stage renal dialysis treatment services to Inmate Patients as provided by the accompanying Agreement. CONTRACTOR shall provide routine and non-routine professional medical services for these patients at Gambro Healthcare's Burbank facility located at 1121 North San Fernando Boulevard, Burbank, California 91504.

2.3 Schedule for Medical Services

Inmate Patients will be scheduled to receive ESRD treatments between 5:30

a.m. and 11:00 a.m. on Tuesdays, Thursdays and Saturdays. CONTRACTOR shall provide medical services to inmates as specified in Subsection 3.2 between the hours stated herein.

3.0 CONTRACTOR RESPONSIBILITIES

3.1 General

CONTRACTOR shall provide to COUNTY prior to the effective date of this Agreement, all documents required for credentialing. These shall include, but not be limited to the following:

1. Licenses: CONTRACTOR must be appropriately licensed to practice medicine or surgery in the State of California, and must provide a copy of the current license to COUNTY.
2. DEA Certificate: CONTRACTOR must have a DEA certificate and must provide a copy of the current DEA certificate to COUNTY;
3. Professional liability insurance certificate
4. Board Certification: During the term of this Agreement, CONTRACTOR shall continuously maintain Board Certification in internal medicine and/or nephrology.

3.2 CONTRACTOR shall provide routine and non-routine professional services that are reasonable and medically necessary. These services include all physician's services furnished during and after dialysis treatments, and all other services that meet the following requirements:

1. They are personally furnished by a physician to an individual Inmate Patient;
2. They contribute directly to the diagnosis or treatment of an individual Inmate Patient;
3. They ordinarily must be performed by a physician.
4. Professional services include, but is not limited to, the following when medically appropriate:
 - a. Visits to the patient during dialysis, and review of laboratory test

results, nurses' notes and any other medical documentation, as a basis for:

(1). Adjustment of the patient's medication or diet, or the dialysis prescription; and

(2). Prescription of medical services and supplies.

b. Medical direction of staff in delivering services to an inmate patient during a dialysis session.

c. Provide consistent, legible documentation of observations and progress in the medical record of each inmate patient as appropriate. Documentation will be made by the physicians and all patient care staff after each encounter.

3.3 CONTRACTOR shall adhere to all terms and conditions of this Agreement with COUNTY.

3.4 Standards of Care

All medical services provided hereunder shall be performed in accordance with all applicable and accepted professional and ethical standards of the medical profession and shall be in compliance with all applicable Federal, State, and local laws, ordinances, regulations, rules and directives.

3.5 CONTRACTOR's Employees and Agents

CONTRACTOR shall not utilize any of his employees or agents in the provision of any medical services to Inmate Patients without obtaining prior written approval of COUNTY and without otherwise satisfying all other delegation and subcontracting requirements of this Agreement.

Regardless of CONTRACTOR's use of any employee or agent hereunder, COUNTY shall only be obligated to pay for CONTRACTOR's personal services hereunder.

4.0 COUNTY RESPONSIBILITIES

4.1 COUNTY shall maintain ultimate/primary care responsibility of all Inmate Patients referred to CONTRACTOR for medical services, recognizing however, that when patients are undergoing treatment at Gambro Healthcare's facility, medical decisions relating to the treatment must be delegated to the CONTRACTOR. In the event that CONTRACTOR recommends additional medical treatment for

inmate patients, SHERIFF's Medical Services staff shall make appropriate arrangements for patients to be examined and/or receive such treatments at a COUNTY health facility.

- 4.2 COUNTY shall provide to CONTRACTOR at the time of patient referral or upon CONTRACTOR's request, any and all medical records maintained by COUNTY.
- 4.3 COUNTY shall make reasonable efforts to obtain necessary medical information of patients upon CONTRACTOR's request by questioning patients, reviewing patients' previous treatment records (if in COUNTY possession), and identifying the availability of sources of payment for services.
- 4.4 COUNTY shall maintain confidentiality of all patient records, and shall not release or disclose any information of Inmate Patients undergoing ESRD treatments who are under CONTRACTOR's medical care to any third party without the written consent of patients or their legal representatives or unless otherwise authorized by law.

5.0 UTILIZATION COORDINATION

CONTRACTOR agrees to comply and coordinate all patient care of Inmate Patients with the Chief Physician or designee, the Assistant Director/Clinical Nursing Director of LASD Medical Services. This shall include, but not be limited to procedural, diagnostic, and specialty service request, and, if necessary, participation in SHERIFF's Medical Services Bureau discharge planning. CONTRACTOR shall provide SHERIFF with timely, legible, and complete responses to requests for information.

EXHIBIT B

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT
AND
CONFIDENTIALITY AGREEMENT**

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT**

CONTRACTOR NAME

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No. _____

Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the abovereferenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT C

CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

DANIEL LEVITAN, M.D. INC.

Contractor Name

255 E. ORANGE GROVE AVE. STE D, BURBANK, CA 91502

Address

95-4075985

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes ☒ No ☐
2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes ☒ No ☐
3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes ☒ No ☐
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes ☒ No ☐

Alicia Hennessy - Office Manager.

Authorized Official's Printed Name and Title

Alicia Hennessy

Authorized Official's Signature

3-3-4

Date

EXHIBIT D

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

EXHIBIT E

SURRENDERED BABY LAW

No shame.

No blame.

No names.

Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.



In Los Angeles County
1-877-BABY SAFE
1-877-222-9723
www.babysafe-la.org



State of California
City & County of Los Angeles
Health and Human Services Agency
Continuing Care Unit, Secretary
Department of Social Services
Rita S. G. Director



Los Angeles County Board of Supervisors
Chief, Walter A. Brown, Port District
Yvonne Buckwalter, Mike, Supervisor, Second District
Ray W. Buckley, Supervisor, Third District
Don Andre, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

The Initiative is also supported by Fire LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.



En el Condado de Los Angeles

1-877-BABY SAFE

1-877-222-9723

www.babysafe-la.org



Estado de California
Gloria Davis, Gobernadora

Agencia de Asuntos Humanos
Gloria Molina, Directora
Gloria Molina, Secretaria

Departamento de Servicios Sociales
Gloria Molina, Directora



Consejo de Supervisores del Condado de Los Angeles

Steve Miller, Supervisor, Distrito Central
Wanda Bedix, Supervisor, Distrito Norte
Joe Busch, Supervisor, Distrito Sur
Don Burke, Supervisor, Distrito Este
Michael B. Antonovich, Supervisor, Distrito Oeste

Se incluye también este folleto en el First 5 LA y NEO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmelo
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.